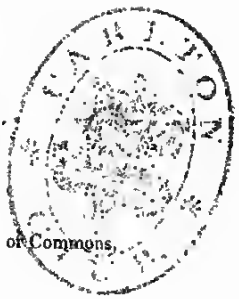
LOWTHERSTOWN, &c. UNIONS.



RETURNS to Two Orders of the Honourable The House of Commons, dated 13 May and 13 June 1842;—*for*,

— I. —

COPIES of the Minutes of Proceedings of the *Lowtherstown* Board of Guardians since its Formation, so far as they relate to the Site and Building of the Union Workhouse:—Of all the Correspondence which has passed between the Poor Law Commissioners, the Board of Guardians, and all other Persons, relating to the Purchase of the Site and Building of said Workhouse;—Of all Orders issued by the Commissioners on same Subject; and Copy, extracted from the Maps of the Ordnance Survey of *Ireland*, showing the Form, Limits, and relative Position of the *Lowtherstown*, *Enniskillen*, and *Lisnaskea* Unions.

Poor Law Commission Office,
Dublin, 31 May 1842.

ARTHUR MOORE,
Chief Clerk.

(Captain Archdall.)

— II. —

A COPY of all Correspondence which has passed between Her Majesty's late Government and the Poor Law Commissioners for *Ireland*, relative to the Formation of the Unions of *Lowtherstown*, *Enniskillen*, and *Lisnaskea*, in the County of *Fermanagh*.—(In addition to the Papers presented on the 3d day of this instant June.)

Poor Law Commission Office,
Dublin, 22 June 1842.

ARTHUR MOORE,
Chief Clerk.

(Sir Arthur Brooke.)

Ordered, by The House of Commons, *to be Printed*,
27 *June* 1842.

[*Price* 1 *s.* 10 *d.*]

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— II. —

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—I.—

LOWTHERSTOWN UNION.

COPIES of the MINUTES of PROCEEDINGS of the *Lowtherstown* Board of Guardians since its Formation, so far as they relate to the Site and Building of the Union Workhouse;—Of all the CORRESPONDENCE which has passed between the Poor Law Commissioners, the Board of Guardians, and all nther Persons, relating to the Purchase of the Site and Building of said Workhouse;—Of all ORDERS issued hy the Commissioners on same Suhject, and Copy extracted from the Maps of the Ordnance Survey of *Ireland*, showing the Form, Limits, and relative Position of the *Lowtherstown*, *Enniskillen*, and *Lisnaskea* Unions.

I. Correspondence as to Conveyance of Site.

—1.—

CORRESPONDENCE as to the CONVEYANCE of the SITE.

No. 1.—REPORT from *C. G. Otway*, Esq. Assistant Poor Law Commissioner, to the Poor Law Commissioners, enclosing Letter from *Wm. D'Arcy*, Esq.

(No. 355 d/41.)

Gentlemen, Donegal, 21 January 1841.

I FORWARD a map of a site I have selected for the workhouse of Lowtherstown; it is in every respect a most eligible site, immediately adjoining the town, on an elevated position, opposite the schoolhouse and the church; it contains five statute acres and 35 perches, which I consider will be a sufficient quantity; if more should he wanting it can he procured. Mr. D'Arcy, the owner of the estate, agrees to sell it for 30 years' purchase, at the rent of 3*l.* 10*s.* per acre (*see* his letter); and a further sum of 150*l.*, he states, will he required, as heing expended in purchasing up the tenant's interest.

Mr. D'Arcy's son is of age, on whom the estate is settled, and willing to join in the sale, therefore I presume that a valid title can be made; hut of coutse no steps will he taken as to the takiug possession, or building, until the title is ascertained and the conveyance arranged for. Mr. D'Arcy's solicitor, law agent, and land agent, is Mr. Collum, of 22, Talbot-street, Dublin, to whom I refer. Mr. Leeson, the assistant architect, inspected the site ou the 23d of last month, and highly approved of it.

I have, &c.

(signed) *C. G. Otway*,
Assistant Poor Law Commissioner.

Enclosure in foregoiog Letter.

My dear Sir, Necarn Castle, 24 September 1840.

IN answer to your letter I beg to say, that I will dispose of the ground in the townland of Lowtherstown, which you have selected for the site of the poor-house, to the Poor Law Commissioners, at 30 years' purchase, at 3*l.* 10*s.* per acre. I can dispose of the fee of the land; my son, on whom they are settled, heing of age and willing to join in the sale.

As you did not approve of the first site pointed out at a much greater distance from the town than the one now selected, a further sum of 150*l.* will he required, which has been expended in purchasing up the tenants' interests, in order to enable the work to proceed without any delay, should the Poor Law Commissioners accept of the site you have selected upon the foregoing terms.

And am, &c.

(signed) *Wm. D'Arcy.*

Cæsar G. Otway, Esq., A.P.L.C.

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I. Correspondence as to Conveyance of Site.

No. 2.—LETTER from the Poor Law Commissioners to *John Collum*, Esq. Solicitor and Agent to Mr. D'Arcy.

(No. 355 d/41.)

Poor Law Commission Office, Dublin,
28 January 1841.

Sir,

The Poor Law Commissioners having received from their Assistant Commissioner, Mr. Otway, an offer of Mr. W. D'Arcy to demise a plot of ground, as a site for Lowtherstown Union Workhouse; I am directed to request you to state whether the settlement of the estate enables Mr. D'Arcy and his son to convey the site, without having the purchase-money lodged in court, under the provisions of the Poor Relief Act.

I am at the same time to request you to furnish a short statement of title for the preparation of a conveyance, and I am to observe that the Commissioners will expect the statement as well as sureties to be furnished, at the charge of the vendors.

I have, &c.
(signed) *W. Stanley*, Assistant Secretary.

No. 3.—Further LETTER from the Commissioners to *J. Collum*, Esq.

Poor Law Commission Office, Dublin,
2 March 1841.

Sir,

I am directed to request your attention to a letter addressed to you from this office on the 28 January last, a copy of which is enclosed, respecting the conveyance of a piece of ground by Mr. D'Arcy, as a site for Lowtherstown Union Workhouse.

I have, &c.
(signed) *W. Stanley*, Assistant Secretary.

No. 4.—LETTER from the Vendor's Solicitor to the Commissioners, enclosing Statement of Title.

(No. 1286 d/41.)

Sir,

22, Talbot-street, 2 March 1841.

In reply to your letter of the 28th January last, I have made out an abstract of the title of Mr. Wm. D'Arcy, and his son Mr. Henry D'Arcy, to the plot of ground required for the Lowtherstown Workhouse, which I send herewith; in my opinion these parties have a perfect legal right to convey, and that there is no necessity for lodging the purchase-money in court.

I am, &c,
(signed) *John Collum.*

W. Stanley, Esq.
Assistant Secretary.

No. 5.—LETTER from the Commissioners to *Edward Tierney*, Esq. Crown Solicitor, enclosing Statement of Title.

(Nos. 355 & 1286 D.)

Poor Law Commission Office, Dublin,
4 March 1841.

Sir,

I am directed to forward to you the accompanying abstract of title of Mr. William D'Arcy, tenant for life, and his son, tenant in tail to property, five acres and 35 perches of which the Commissioners propose to take as a site for Lowtherstown Union Workhouse, for a consideration of 547 *l.* 19 *s.*, with 150 *l.* paid to tenants late in possession of the ground; in all, 679 *l.* 19 *s.*; and I am to request you to prepare a conveyance thereof accordingly.

I am, at the same time, to request you to obtain the advice of the Solicitor-general as to whether the purchase-money may be paid to the vendors; and also whether sureties may be dispensed with on the statement of incumbrances given, as the sale in this case does not warrant or demand to have incumbrances vacated.

I have, &c.
(signed) *W. Stanley*, Assistant Secretary.

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No. 6.—LETTER from the Crown Solicitor to the Commissioners, enclosing the Solicitor-general's Opinion on the Title.

(No. 8616 d/41.)

Sir, 15, Fitzwilliam-street, 20 Sept. 1841.

I HEREWITH send you a copy of counsel's opinion on the statement of title in this matter.

Counsel's directions respecting the charge of 4,000 *l.* created by the settlement of 1760, and the incumbrances created by the deed of 1788, were brought to the attention of the vendor's solicitor (Mr. Collum), who writes as follows concerning them: "The charges created by the settlement of 1760 were paid off by a sale under a decree of the Court of Chancery, by a sale of the Magheratapbeny lands. All the incumbrances referred to in the deed of 1788 were soon afterwards paid off by the sale of the Tyrone lands pursuant to the trusts of the settlement."

The searches directed by counsel have been made, and Mr. Collum has furnished copies of them.

A mortgage of the lands of Lowtherstown for 7,000 *l.*, dated the 8th of January 1839, appears to have been executed by William D'Arcy to the Rev. John G. Porter, which still remains a charge on the lands; and there appear judgments outstanding amounting to a principal sum of 33,860 *l.*, and recognizances amounting to 4,500 *l.*

Mr. Collum informs me that the rental of the estates exceeds 7,000 *l.* a year.

Before I proceed to prepare the conveyance, it will be necessary for me to know from the Commissioners whether they will conclude their purchase, without requiring any indemnity from Mr. D'Arcy against the mortgage and outstanding judgments.

I may here observe, that I think the Commissioners are entitled to have the land they are purchasing protected against those incumbrances, and that they cannot otherwise safely deal with Mr. D'Arcy.

I remain, &c.

A. Monre, Esq. (signed) *Edward Tierney.*

Enclosure in foregoing Letter.

Copy, Counsel's Opinion on Statement of Title.

I HAVE read the several documents sent: the title may be taken up from 1760, and under the settlement of that year William Irvine was tenant for life, with remainder to his eldest son, Gorges, in tail. By the recovery of 1787, the entail is bound, and then the settlement of 1788 is executed, under which Gorges was made tenant for life, remainder to his first son in tail. It is stated that the charge of 4,000 *l.*, created by the settlement of 1760, has been paid; but it is not stated whether the incumbrances set out in the deed of 1788 have been satisfied or not, and an inquiry on this would be necessary. Under the settlement of 1817, Gorges and William are respectively tenants for life, with remainder in tail to the first son of William, subject to the trust term of 500 years. I do not, under the circumstances, considering the value of the estate, think it necessary to have any searches, except in the registry against Gorges from his age of 21 to the present time, against William from his age of 21 to the present time, and against Henry D'Arcy from his age of 21 to the present time; also a search for judgments, Crown bonds, and recognizances confessed within 20 years by either of the above persons, or revived or redocketed under the statute; if there be any such incumbrances, and that their amount is small as compared with the value of the property, they would not form any serious objection to title. I think that, subject to the result of the above searches, and the inquiry as to the incumbrances created by the deed of 1788, a good title may be conveyed to the Commissioners. I think that Mr. William D'Arcy and his eldest son and the Commissioners should be the parties to the conveyance, which should be executed under the statute.

(signed) *Richard Moore.*

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I.
Correspondence as to Conveyance of Site.

No. 7.—LETTER from the Commissioners to the Crown Solicitor.

(No. 8616 D/41.)

Poor Law Commission Office, Dublin,
21 September 1841.

Sir,

I AM directed by the Poor Law Commissioners to acknowledge the receipt of your letter of the 20th instant, transmitting copy of the opinion of the Solicitor-general, Mr. Moore, relative to the title to the site of the Lowtherstown Workhouse; and the Commissioners request that you will communicate with Mr. D'Arcy, in order to procure an indemnity against the mortgage and outstanding judgments, in conformity with your recommendation.

I have, &c.
(signed) *Arthur Moore*, Chief Clerk.

No. 8.—LETTER from the Crown Solicitor to the Commissioners, enclosing Letter from the Vendor's Solicitor.

(No. 8766 D/41.)

Sir,

15, Fitzwilliam-street, 25 Sept. 1841.

I HEREWITH send you a copy of a letter this day received from Mr. Collum, the solicitor of Mr. D'Arcy, respecting the mortgage and judgments affecting the lands. If the mortgagee executes a release, it will be sufficient as against that incumbrance; but I do not think the Commissioners ought to dispense with an indemnity against the judgments, notwithstanding what Mr. Collum states in his letter on this subject. I will defer answering Mr. Collum until further instructed by the Commissioners.

I remain, &c.
(signed) *Edward Tierney*.

Arthur Moore, Esq.
&c. &c.

Enclosure in foregoing Letter.

Dear Sir,

24 September 1841.

IN reply to your letter of the 22d September, I am pretty certain that the mortgagee will have no objection to release, and under these circumstances I trust where the value of the unsold portions of the estate is so very great, compared with the amount of the debts which affect the tenant for life only, there not being a single judgment against Mr. Henry D'Arcy, the tenant in tail, that the Commissinners will be satisfied and not require any indemnity, which would only tend to expense and inconvenience. You will therefore please let me know if the mortgagee releasing will be sufficient, that I may apply to him and get the release signed.

I am, &c.
(signed) *John Collum*.

To Edward Tierney, Esq. &c. &c.

No. 9.—LETTER from the Commissioners to the Crown Solicitor.

(No. 8766 D.)

Poor Law Commission Office, Dublin,
29 September 1841.

Sir,

IN reference to your letter of the 25th instant, stating that you do not think the Poor Law Commissioners ought to dispense with an indemnity against the judgments on Mr. D'Arcy's estate, a portion of which has been selected as a site for the workhouse of the Lowtherstown Union, the Commissioners request that as the judgment debts affect only the tenant for life, you will inform them of the grounds upon which a special indemnity should be required against those debts, as it is to be presumed that the arrangement for securing the creditors (including no doubt insurances on Mr. D'Arcy's life), must be supposed to provide for repayment during the existence of the life tenancy, or immediately after its demise, leaving the estate unincumbered to the tenant in tail, so that as the judgments affect the site for the workhouse, they only reach the issues of the land proposed

to

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to be conveyed; and the Commissioners therefore desire to obtain further information on the subject, showing not only the special grounds for requiring the indemnity, but also its amount and nature.

By order of the Board.

(signed) *Arthur Moore*, Chief Clerk.

No. 10.—LETTER from the Crown Solicitor to the Commissioners.

(No. 9045 D/41.)

Sir, 15, Fitzwilliam-street, 1 October 1841.

In reply to your letter of the 29th ultimo, I beg leave, for the information of the Commissioners, to refer you to the opinion of the late Solicitor-general (Mr. Moore), wherein he directs searches for judgments, Crown bonds, and recognizances to be made against Mr. D'Arcy and his son; and he says, "if there be any such incumbrances, and that their amount is small as compared with the value of the property, they would not form any serious objection to the title."

Searches for judgments have been made, and it appears that judgments to a very large amount, besides Crown bonds and recognizances, appear entered against Mr. D'Arcy; and as the persons holding those judgments or charges have the power of proceeding against the estates for recovery of their demands, I thought it but reasonable that Mr. D'Arcy and his son should enter into an indemnity to protect the Commissioners; it also appears that the estates are in mortgage, but it is stated by Mr. D'Arcy's solicitor that the mortgagee will release the lands agreed to be sold for the workhouse.

If, however, the Commissioners are of opinion that no indemnity is necessary, I shall of course submit to their better judgment, and have the deed prepared, to which, however, I think the mortgagee should be a party agreeing to the sale, and probably it may not be amiss that a special covenant by Mr. D'Arcy and his son be introduced, to guard against any interference of creditors with the possession of the Commissioners.

I remain, &c.

Arthur Moore, Esq. (signed) *Edward Tierney.*

No. 11.—LETTER from the Commissioners to the Crown Solicitor.

(No. 9045 D.)

Poor Law Commission Office, Dublin,

Sir, 9 October 1841.

Referring to your communications respecting the site of the Lowtherstown Union Workhouse, the Poor Law Commissioners observe that you state in your letter of the 25th ultimo, that the incumbrances on the property affect only the tenant for life; but by your letter of the first instant, it appears that they affect the estate itself. Under these circumstances the Commissioners request that you will advise specifically whether the incumbrances attach to the estate, or only to its issues, during the life tenancy.

By order of the Board.

(signed) *Arthur Moore*, Chief Clerk.

No. 12.—LETTER from the Crown Solicitor to the Commissioners.

(No. 9399 D.)

Sir, 15, Fitzwilliam-street, 12 October 1841.

In reply to your letter of the 9th instant, I beg to state for the information of the Commissioners, that I did not mean to convey by my letter of the 1st instant, that the judgments therein referred to were charges on the inheritance; I stated, that they appeared entered against Mr. D'Arcy; now the Commissioners are aware that Mr. D'Arcy is tenant for life, but during the lifetime of Mr. D'Arcy, the creditors by judgments would be entitled to proceed against the estates if they should think fit; and probably creditors having a charge on a man's life estate would

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I. Correspondence as to Conveyance of Site.

would he more disposed to lose no time in seeking to recover their demands than if they were charged on the inheritance. The object of the indemnity suggested was to protect the Commissioners during the life of Mr. D'Arcy.

I remain, &c.

Arthur Moore, Esq. (signed) *Edward Tierney.*

No. 13.—LETTER from the Commissioners to the Crown Solicitor.

(No. 9399 D.)

Poor Law Commission Office, Dublin,
18 October 1841.

Sir,

I AM directed by the Poor Law Commissioners to acknowledge the receipt of your letter of the 12th instant relative to the indemnity suggested for securing the site of the Lowtherstown Union Workhouse against certain incumbrances; and to refer you to the Attorney-general's opinion, in the Cootehill case, advising that where incumbrances exist affecting the life tenancy, the purchase-money of the site may be lodged in court to the credit of the vendors and all parties interested, in which case the distribution of the money will devolve on the court; and the Commissioners recommend that, when submitting the draft of the conveyance, you should confer with the Attorney-general as to the sufficiency of this course for protecting the site against creditors.

By order of the Board.

(signed) *Arthur Moore*, Chief Clerk.

No. 14.—LETTER from the Crown Solicitor to the Commissioners, enclosing Case submitted to the Attorney-general, and his Opinion thereon, as to Title.

(No. 10,088 D41.)

Sir, 15, Fitzwilliam-street, 1 November 1841.

I HEREWITH send you, for the information of the Poor Law Commissioners, a copy of the case, on the subject of the incumbrances which appear on record against Mr. D'Arcy, and a copy of the Attorney-general's opinion, which I received from him this morning.

I remain, &c.

Arthur Moore, Esq. (signed) *Edward Tierney.*

Enclosure in foregoing Letter.

(No. 10,088 D/41 Encl.)

William D'Arcy, Esq. to the Poor Law Commissioners.

COPY of CASE on Behalf of the Poor Law Commissioners.

HEREWITH is laid before the Attorney-general a draft of the deed of conveyance of the plot of ground selected as a site for the Lowtherstown Union Workhouse, and the Attorney-general is requested to peruse and settle said draft on behalf of the Poor Law Commissioners.

Mr. D'Arcy, the vendor, is only tenant for life to his estates, but will be joined in the conveyance by his eldest son, the tenant in tail.

The purchase-money will be paid into the Bank of Ireland, pursuant to the provisions of the Act 7 Geo. 4, c. 74, commonly called the Gaol Act, and the 1st & 2d Vict. c. 56, the Poor Law Act.

It appears that Mr. D'Arcy's estates are incumbered with judgments against himself exceeding 33,800 *l.* principal money; but there do not appear to be any judgments on record against the tenant in tail; and it is urged by Mr. D'Arcy's solicitor, that the amount of debt, though so very great, should form no objection to the title, or be a reason for the Commissioners requiring an indemnity to protect their purchase, inasmuch as the rental of the estates exceeds 7,000 *l.* a year.

There is no intention of throwing any unnecessary or unreasonable obstacle in the way of the completion of the purchase, but it is essential that the Poor Law Commissioners should adopt every precaution which the circumstances of the case demand,

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demand, dealing as they are with a tenant for life against whom so great an amount of judgment debts appears on record.

The Poor Law Commissioners are aware that, on lodging the amount of the purchase-money in the Bank, the distribution of it will devolve on the court

Quere:	*Copy of Opinion:*
Will the land purchased by the Commissioners, or the buildings to be by them erected thereon, after payment of the purchase-money into the bank, be liable, or can they be resorted to for payment of the demands of such of the incumbrances as may institute proceedings for recovery of their debts, and to the payment of which the purchase-money lodged in the Bank will not extend?	The lands will vest in the Commissioners discharged of all incumbrances. The creditors whose demands will remain unpaid cannot resort to the lands in the hands of the Commissioners.
Or does the lodgment of the purchase-money relieve the land purchased and the buildings erected thereon from all claims of the judgment and other creditors of the tenant for life?	It does.
Or will it be necessary that the Poor Law Commissioners should be indemnified against Mr. D'Arcy's judgment debts?	I think not.

I have read and amended the draft of the conveyance.

29 October 1841. (signed) *Fra^s Blackburne.*

No. 15.—LETTER from the Crown Solicitor to the Commissioners, enclosing Letter to the Vendor's Solicitor, and his Reply.

(No. 11,863 D/41.)

Sir, 15, Fitzwilliam-street, 29 December 1841.

I HEREWITH send you a copy of my letter to Mr. Collum of the 21st instant, and a copy of his letter to me of the 28th instant.

It appears that Mr. D'Arcy's property is charged with judgment and other debts to a very great amount, as the return made by Mr. Collum shows, and which the Commissioners have a copy of; I could not, therefore, advise them to pay the purchase-money to Mr. D'Arcy, but submit it to them to say how he is to be dealt with.

The Commissioners have a copy of the late Solicitor-general's opinion alluded to by Mr. Collum; the concluding words of that opinion are, that "the conveyance should be executed under the statute." I, of course, in preparing the draft of the conveyance, took care to provide for the payment of the purchase-money into the Bank, pursuant to the statute; but Mr. Collum has altered the draft in that respect, making the payment of the purchase-money to his clients.

I remain, &c.

A. Moore, Esq. (signed) *Edward Tierney.*

Enclosure 1, in foregoing Letter.

(No. 11,863 D/41, Encl. 1.)

Dear Sir, 15, Fitzwilliam-street, 21 Dec. 1841.

I OBSERVE by the alteration you have made in the draft conveyance, you consider that the purchase-money should be paid to your client; but that cannot be done, unless you give a clear unincumbered title, and show that the incumbrances set out in the settlement of 1788 have been satisfied, otherwise there is no alternative but to lodge the purchase-money in the Bank of Ireland, as provided for by the statute.

Yours, &c.

To John Collum, Esq. (signed) *Edward Tierney.*

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I. Correspondence as to Conveyance of Site.

Enclosure 2, in foregoing Letter.

(No. 11,863 D/41, Encl. 2.)

Dear Sir, 22, Talbot-street, 28 Dec. 1841.

In reply to your letter of the 21st instant, I have to observe that my clients will not consent to the purchase-money being locked up in the Bank of Ireland. Do you require anything beyond being satisfied that the incumbrances set out in the settlement of 1788 have been satisfied. Everything that is fair and reasonable my clients will do; but I trust for this small portion of ground the Poor Law Commissioners will not seek for anything very unreasonable; the expense already incurred in relation to the title, will make a great break-in upon the purchase-money, and according to my reading of the late Solicitor-general's opinion, the present demand is against the spirit of it.

I am, &c.
(signed) *John Collum.*

No. 16.—LETTER from the Commissioners to the Crown Solicitor.

(No. 11,863 D/42.)

Poor Law Commission Office, Dublin,
5 January 1842.

Sir,

In reference to your letter of the 29th ultimo, forwarding a copy of a letter addressed by you to Mr. Collum, solicitor to Mr. D'Arcy, the vendor of the ground forming the site of the Lowtherstown Union Workhouse, together with a copy of Mr. Collum's reply, relative to the payment of the purchase-money into court; the Poor Law Commissioners have directed me to state, that having acted under the opinion of the Solicitor-general, and the land being charged with incumbrances to a considerable amount, they cannot dispense with the payment of the purchase-money into court, in conformity with the provisions of the Irish Poor Relief Act; and the Commissioners request that you will communicate with the vendor accordingly.

I have, &c.
(signed) *Arthur Moore*, Chief Clerk.

II.

II. Minutes of Board of Guardians, &c.

MINUTES of Board of Guardians and Correspondence of the Commissioners as to the Purchase of the Site, and as to the Building of the Workhouse.

No. 17.—REPORT from *George Wilkinson*, Esq. Architect to the Poor Law Commission, on the Tenders for the Building; with four Tenders referred to.

(No. 375 D/41.)

Poor Law Commission Office, Dublin,
18 January 1841.

Gentlemen,

The following are the tenders received for the erection of the Lowtherstown Union Workhouse, for 400 persons:

		£.	Months.
S. Gamble	Scariff	5,700	12
Messrs. Hague & Co.	Cavan	5,100	15
Messrs. M'Elroy & Hardy	Fintona	4,072	18

Amended Estimate - - - £.4,950.

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From the informatioo given by Mr. Otway, the Assistant Commissioner, being favourable to the character of the latter persons, I am of opinion their tender is the most desirable to accept, and I beg to recommend a contract being made with them at the amouot of their amended estimate; the original one being much lower than the work can be executed for, it would, I consider, be wroog to entertain it.

I have also to recommend that a period not exceeding 15 months should be the time allowed for the completion of the work.

I have, &c.
(signed) *Geo. Wilkinson.*

TENDERS referred to io tbe foregoing REPORT.

Tender, No. 1.

Gentlemen,

I HEREBY propose to complete all the works of the intended workhouse to be built at Lowtherstown, for the sum of 5,700 *l.*, and within the space of 12 months.

I have, &c.
(signed) *Samuel Gamble.*

To the Poor Law Commissioners, &c. &c. &c.
Dublin.

Tender, No. 2.

WE propose to build the Lowtherstown Union Workhouse, county Fermanagh, agreeable to the several drawings and specification, signed Geo. Wilkinson, architect, and to have the wbole of tbe works completed in a period of 15 months from the time of commencing, to the satisfaction of tbe architect, for the sum of 5,100 *l.* sterliog.

Sufficient security will be given for tbe due performance of the contract.

(signed) *W. Hague & Co.*

Cavan, 24 December 1840.

Tender, No. 3.

(No. 375 D/41.)

WE the undersigned do propose to execute the works of the Lowtherstown Uoion Workhouse, agreeable to the plans and specifications to be seen with the Clerk of the Board of Guardians, for the sum of 4,072 *l.* sterling, and to have said work completed on or before the 1st day of July 1842, and we propose as our sureties Messrs. James Buchanan & Andrew Walker, both of Fintona, merchants, for the due execution of same.

(signed) *Joseph M'Elroy.*
Alex. Hardy.

Tender, No. 4.

(No. 263 D/41.)

Gentlemen,

I BEG to lay before you some facts connected with our estimate (M'Elroy & Hardy) for building Lowtherstown Union Workhouse; tbe day we were examining tbe plans I was attacked witb a severe cold and inflammation in my eyes, which obliged me to return home, and leave M'Elroy, my partner, to make out the estimate; I was confined till after it was sent to Dublin, and M'Elroy being inexperienced made weighty omissions, and even cut off 360 *l.* from tbe estimate he did make out; being advised by Mr. Otway to lay tbis before you, and to state the lowest amount we could do the work for, and I am fully aware we could not undertake to build it for less than 4,950 *l.*

I am, &c.
(signed) *Alex. Hardy.*

Sureties for completion of the work, &c.
Samuel Vesey, Esq. Dinabard House, Fintona.
Mr. *James Buchanan*, Merchant, Fintona.

Lowtherstown, 15 Jan. 1841.

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II. Minutes of Board of Guardians, &c.

No. 18.—COMMUNICATION from Mr. *Otway*, Assistant Commissioner, as to the Tenders, transmitting Letter from the Chairman of the Union.

I AM now only in possession of the information necessary to advise on the above proposals. I enclose a note from Mr. D'Arcy, chairman of the Lowtherstown Union, respecting M'Elroy & Hardy. Mr. D'Arcy has property near Fintona. I hear a good character of M'Elroy & Hardy. Hague & Co. I know to be good contractors; they have the Cavan Workhouse, but another workhouse, with so large a one as Cavan, might be too much. Of Gamble, I know nothing.

(signed) *C. G. O.*

14 January 1841.

LETTER accompanying foregoing Communication.

Loan Fund Office, Lowtherstown,
Wednesday.

My Dear Sir,

M'ELROY I do not know any thing of, except as partner to a very good builder of the name of Hardy, who built the church in Lowtherstown. There could not be a better man than Hardy, if he was the person to take the contract. Mr. James Buchanan I know to be very good security; but I do not know anything of Walker, never having heard of him before, and am,

Yours, &c.
(signed) *Wm. D'Arcy.*

No. 19.—LETTER from the Commissioners to Messrs. *M'Elroy* and *Hardy*, accepting their Tender.

Poor Law Commission Office,
Dublin, 22 Jan. 1841.

Gentlemen,

I AM directed to apprise you that the Poor Law Commissioners have accepted your tender, as amended, to erect the Lowtherstown Union Workhouse for the sum of 4,950*l.*; the building to be complete in 15 months.

I am, &c.
(signed) *Arthur Moore,*
for *W. Stanley*, Assistant Secretary.

No. 20.—LETTER from the Building Contractors to the Commissioners.

(37/541.)

Fintona, 28 January 1841.

Sir,

WE received your letter of the 22d instant, apprising us that the Commissioners have accepted our tender for erecting the Lowtherstown Union Workhouse for the sum of 4,950*l.* We are ready at present, or when called on, to enter into our proper securities, and to commence the work, &c.

We are, &c.
(signed) *M'Elroy & Hardy.*

No. 21.—LETTER from the Commissioners to the Building Contractors.

(375 D.)

Poor Law Commission Office,
Dublin, 2 Feb. 1841.

Gentlemen,

I AM directed to inform you, in reference to your communication of the 28th ultimo, that the contract and bond for erecting Lowtherstown Union Workhouse will be forwarded to the clerk of the union (Mr. J. Irwin) for your signatures, and he will arrange with you as to the time and place for executing it.

With

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With respect to the commencement of the works, you should communicate with the Commissioners' architect, Mr. George Wilkinson, to whom your letter has been referred.

I am, &c.
(signed) *W. Stanley,*
Assistant Secretary.

No. 22.—LETTER from the Commissioners to the Clerk of the Union, notifying Acceptance of Tender.

(No. 375 D.)

Poor Law Commission Office,
Sir, Dublin, 3 February 1841.

THE Poor Law Commissioners having accepted the proposal of Messrs. M'Elroy and Hardy, of Fintona, to erect Lowtherstown Union Workhouse for the sum of 4,950*l.*, the works to be completed in 15 months;

I am directed to forward to you the accompanying contract and bond for due performance of their tender, and I am to request that you will communicate with them on the subject, and witness the execution of the deeds by themselves and sureties at your earliest convenience, and return the contract and bond when signed to this Office.

I am, &c.
(signed) *W. Stanley,*
Assistant Secretary.

No. 23.—Further LETTER from the Commissioners to the Clerk of the Union.

(No. 375 D/41.)

Poor Law Commission Office,
Sir, Dublin, 19 February 1841.

With reference to the Poor Law Commissioners' letter of the 3d instant, transmitting a contract and bond for the erection of the Lowtherstown Workhouse by Messrs. M'Elroy and Hardy, I am directed to request that you will enclose them to this office by return of post, in order that the name of one of the sureties may be changed.

I have, &c.
(signed) *W. Stanley,*
Assistant Secretary.

No. 24.—LETTER from the Clerk of the Union to the Commissioners.

(No. 977 D/41.)

Sir, Lowtherstown, 19 February 1841.

I BEG leave herewith to enclose the contract and bond of Messrs. M'Elroy and Hardy, for erecting the workhouse of this Union, signed, &c. by them and one of their sureties, Mr. James Buchanan; the other (Mr. Vesey) is at present in Dublin, but will call at your office, and perfect them there instead of Mr. Walker.

I have, &c.
W. Stanley, Esq. (signed) *John Irvine,*
&c. &c. Clerk of the Union.

No. 25.—LETTER from *George Wilkinson,* Esq. Architect, to *William Stanley,* Esq. Assistant Secretary of the Commission.

(No. 1093 D/41.)

My dear Sir,

I RETURN you the Lowtherstown tenders, which I regret to hear are unsatisfactory in their present arrangements; with them is a letter of the contractors showing the state in which the matter now stands, this letter on which is drafted the

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II. Minutes of Board of Guardians, &c.

the correspondence of the office, was sent to me with reference to the contractors' commencement of the works, from whom I have been daily expecting to hear. It will he seen hy Mr. Otway's report on the parties, that he was of opinion Hague and Co. ought not to have the contract, from reasons equally strong, even if their amount was more favourahle, and it therefore rested entirely with Messrs. M'Elroy and Hardy, whose character being favourably given, determined the recommendation in their favour; with regard to the amount, I do not see how it is to be settled any otherwise than as now arranged, and for the followiog reasons:

I have only seen their letter oow accompanying their first proposal, and was consequently never aware of their having proposed (as stated) any less sum than the 4,950 *l.*,* neither have I ever seen them, or had any opportunity of douhting that they would consider any less sum as sufficient.

In addition to which I am still of opinion that it would not he desirahle to accept a tender for any less sum than 4,950 *l.* from these men, hecause the sum is not more than what I estimate should be given for the proper execution of the works, and any less amount would, in my opinion, be injudicious; and men of small means are less able to take contracts helow the proper cost of the work than are large huilders; in this case all previous contracts for similar extent of work justify the amount of 4,950 *l.*, and should it be desirable to contract for a less sum than 4,950 *l.* I would recommend throwing open the contract, if possible.

Yours, &c.

Killarney, 21 February 1841. (signed) *Geo. Wilkinson.*

* *Note in reference to my Letter of the 21st February* 1841, No. 1093 D/41.

Page 9. The letter and the first proposal referred to were those numhered 375 D/41, and 263 D/41.

The letter of the 15th January 1841, No. 263 D/41 as above, was the only letter proposing an increased amount that I have seen, and I was consequently never aware of the contractors having proposed an increase to any sum less than 4,950 *l.*

(signed) *Geo. Wilkinson.*

No. 26.—LETTER from *Samuel Vesey*, Esq. to the Commissioners as to Change of Contractors' Surety.

(No. 1122 D/41.)

Sir, 22 February 1841.

As I understand that Mr. Walker, of Fintona, has declined joining Mr. Buchanan as security for Messrs. M'Elroy and Hardy in the execution of the work of Lowtherstown Poor-house, I heg to inform you that I shall have no ohjection to do it, and am ready at any time to sign the hond to that effect.

I have, &c.

Dinabard House, Fintona, County Tyrone. (signed) *Sam. Vesey.*

No. 27.—LETTER from the Commissioners to the Clerk of the *Omagh* Union, requestiug him to procure the Execution of the Securities, the Parties being Resident in the Neighbourhood.

Poor Law Commission Office, Duhlin,

Sir, 27 February 1841.

I am directed to forward to you the enclosed hond for performance, of Messrs. M'Elroy and Hardy, to erect Lowtherstown Union Workhouse, which you are requested to see executed hy those persons, and Mr. Buchanan, one of their sureties, who will attend on you for that purpose.

I am, &c.

(signed) *W. Stanley,*
Assistant Secretary.

You are also requested to take a memorandum of the circumstance, dates, &c. attending the execution of this hond, for future reference.

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No. 28.—LETTER from the Clerk of the *Omagh* Union to the Commissioners, as to the Execution of the Contract and Bonds.

(No. 1281 D/41.)

Gentlemen, Omagh, 2 March 1841.

You will find herewith, the bond for performance of the contract of Messrs. M'Elroy & Hardy, to erect Lowtherstown Union Workhouse, duly executed this day, by them, and one of their bailsmen, Mr. James Buchanan, of Fintona.

I have taken a memorandum of the circumstance, with dates, &c.

I have, &c.

(signed) *Joseph M'Knight*,
Clerk of Guardians, Omagh Union.

No. 29.—REPORT from the Architect, Recommending the Appointment of a Clerk of the Works.

(No. 2922 D/41.)

Architect's Office, Poor Law Commission,
Dublin, 3 April 1841.

Gentlemen,

I beg to recommend Mr. Samuel Moore, as Clerk of Works, to superintend the erection of the Lowtherstown Workhouse, at a salary of two guineas per week, to commence from the time he begins to perform his duties.

I have, &c.

To the Poor Law Commissioners, &c. &c. &c. (signed) *George Wilkinson.*

No. 30.—LETTER from the Poor Law Commissioners to Mr. *Samuel Moore*, Appointing him Clerk of the Works.

(No. 2922 D.)

Poor Law Commission Office, Dublin,
16 April 1841.

Sir,

I am directed by the Poor Law Commissioners to inform you, that in pursuance of a recommendation from their Architect, Mr. Wilkinson, they have appointed you to superintend the erection of Lowtherstown Union Workhouse, at a salary of *2 l. 2 s.* per week, to commence from the time when your duties shall begin.

Your salary will be remitted from this office as soon as the loan for erecting the workhouse shall be available, and you should send up monthly, a statement of the amount then due, in the form with which you will be supplied.

I am at the same time to observe that you will be required to devote your whole time to the duties of the office, taking charge of all drawings, specifications, and other papers with which you may be furnished from time to time; and you will act solely under the directions of the Commissioners' Architect, to whom you should forward any suggestions or information which you may receive from members of the Board of Guardians, or other competent persons.

I am, &c.

(signed) *W. Stanley*,
Assistant Secretary.

No. 31.—LETTER to the Board of Guardians notifying Appointment of Clerk of Works.

(No. 2922 D.)

Poor Law Commission Office, Dublin,
16 April 1841.

Sir,

The Poor Law Commissioners desire to state, for the information of the Board of Guardians of Lowtherstown Union, that Mr. Samuel Moore has been appointed Clerk of Works, to superintend the erection of the Union Workhouse, at a salary of *2 l. 2 s.* per week, to commence from the period when his duties shall begin.

By order of the Board.

The Clerk to the Board of Guardians, Lowtherstown Union. (signed) *W. Stanley*,
Assistant Secretary.

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II. Minutes of Board of Guardians, &c.

No. 32.—COMMUNICATION from the Commissioners to the Board of Guardians as to Particulars of the Site and Contract.

(No. 4408 D/41.)

Poor Law Commission Office, Dublin,
4 June 1841.

Sir,

THE Poor Law Commissioners have directed to be forwarded, for the information of the Board of Guardians of Lowtherstown Union, the undermentioned papers.

1. A statement of the extent of the workhouse site, with the terms of purchase.

2. Copies of the tenders of the contractors for the erection of the workhouse, the latter of which has been accepted.

By order of the Board.

The Clerk to the Board of Guardians, Lowtherstown Union. (signed) *Arthur Moore*, Chief Clerk.

(1.)—STATEMENT enclosed in the foregoing Letter.

Extent of workhouse site, 5 A. 0 R. 35 P., statute measure, for 547 *l.* 19*s.* and 150 *l.* compensation to the tenant in possession.

(2.)—For TENDERS, *see* p. 8.

No. 33.—EXTRACT from Minutes of Board of Guardians, 2 June 1841.

(No. 5035 D 41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

Resolved, That the Board of Guardians have reason to be dissatisfied in not having the plans of the workhouse submitted to their inspection, or any expenses previous to their being entered into regarding the building of the workhouse, nor having been consulted in any manner as to the site or the expense thereof.

No. 34.—COMMUNICATION from the Commissioners to the Board of Guardians.

Poor Law Commission Office, Dublin,
11 June 1841.

Sir,

THE Poor Law Commissioners have directed to be forwarded, for the information of the Board of Guardians, the enclosed copy of the contract entered into with Messrs. M'Elroy and Hardy for erecting Lowtherstown Union Workhouse.

By order of the Board.

The Clerk to the Board of Guardians, Lowtherstown Union. (signed) *Arthur Moore*, Chief Clerk.

Enclosure in foregoing Letter.

BUILDING CONTRACT.

ARTICLES of Agreement made the 19th day of February, in the Year of our Lord 1841, between the Poor Law Commissioners, of the one part, and *Joseph M'Elroy* and *Alexander Hardy*, of *Fintona*, in the County of *Tyrone*, Builders, of the other part.

THE said Joseph M'Elroy and Alexander Hardy do hereby for themselves, their heirs, executors and administrators, covenant, promise, and agree to and with the said Commissioners for the time being, that they the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, shall or will, for the considerations hereinafter mentioned, and in conformity with the dates set forth in the specification hereinafter referred to, erect, build, and completely cover

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cover in and finish, upon the premises, at or near Lowtherstown, in the county Fermanagh aforesaid, a workhouse and buildings, according to the specification, and subject to the clauses or conditions therein contained, and agreeable to the several plans, sections, and elevations as set forth or shown on the several drawings, lettered respectively A, B, C, D, E, F, G, H, and which, with said specification, are severally verified by the signature of the said Joseph M'Elroy and Alexander Hardy thereto, as the drawings and specification referred to by this agreement. And also do and perform, and execute, or cause and procure to be done, performed and executed, all and singular the works also mentioned in the said specification and drawings, the same to be done and completed within the time before referred to, and in a good workmanlike and substantial manner, with such materials and under such regulations as are contained in the aforesaid specification, to the satisfaction of George Wilkinson, the architect of the Poor Law Commissioners, or any other architect whom the said Commissioners for the time being shall for that purpose, by some writing under their seal appoint, such satisfaction to be testified by a writing or certificate under the hand of the said George Wilkinson, or such other architect as aforesaid. And also shall and will find and provide such good, proper, and sufficient materials of all kinds whatsoever, as shall be proper and sufficient for erecting the said workhouse and buildings, such of the said materials as are mentioned in the said specification, or on the said drawings aforesaid, to be of the qualities and descriptions therein mentioned, and shall and will completely finish the said works. It is also agreed between the said Poor Law Commissioners and the said Joseph M'Elroy and Alexander Hardy, that they, the said Joseph M'Elroy and Alexander Hardy, shall and will restore, rebuild, and replace all injury, loss, or damage that may accrue, or be occasioned to the building by fire or otherwise (except when occasioned by public riots, or by lightning), and they the said Joseph M'Elroy and Alexander Hardy shall and will insure the said buildings against all such loss or damage by fire, and shall and will effect such insurance in some public assurance office, for a sum equal in amount to at least four-fifths of the amount of the contract. And it is also agreed between the aforesaid parties, that the policy of insurance so effected shall be submitted to the said Poor Law Commissioners for their approval, before any payment on account of the said contract for the erection of the said buildings, shall be made to the said Joseph M'Elroy and Alexander Hardy.

It is also further agreed between the said parties hereto, that upon the payment of the last instalment due to the said Joseph M'Elroy and Alexander Hardy, they the said Joseph M'Elroy and Alexander Hardy, their executors, administrators or assigns, shall and will transfer and assign to the said Commissioners any policy or policies of insurance which may have been entered into in pursuance of the foregoing agreement, and they, the said Poor Law Commissioners, shall and will, on such transfer and assignment, repay to the said Joseph M'Elroy and Alexander Hardy all reasonable expenses which they may have incurred in insuring the said buildings, according to the said agreement. And it is further agreed by and between the said parties, that if the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, shall in any manner neglect or be guilty of any delay whatsoever in building and completely finishing the said workhouse, buildings, and works as aforesaid, or shall in any manner whatever deviate from or not comply with the aforesaid specification and drawings, or any or either of them, and the said George Wilkinson, or such other architect as aforesaid, shall certify the same by writing under his hand, and the said Commissioners for the time being shall cause notice in writing of such neglect or delay to be given or left at the place or places of abode of them, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, or on the premises, and the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, shall not, according to the direction of the said George Wilkinson, or such other architect as aforesaid, complete the said buildings and works, according to the said specification and drawings, within the space of six days after such notice given or left as aforesaid, then and in any such case it shall be lawful for the said Commissioners for the time being, through their architect or otherwise, to purchase proper and sufficient materials, and also to employ a sufficient number of surveyors, agents, and workmen to finish and complete the

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the said works; and also that the said Commissioners for the time being shall and may deduct or retain to themselves the costs of such materials, and all such sum and sums of money as they shall pay to such surveyors, agent, and workmen, for the completion of such works, and all expenses which the said Commissioners for the time being shall incur or be liable to in consequence of such default on the part of the said Joseph M'Elroy and Alexander Hardy; their executors or administrators, out of the money which shall be due to the said Joseph M'Elroy and Alexander Hardy, their executors or administrators; under this agreement, so far as such money shall be sufficient; and that if the same shall not be sufficient, then that the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, will, on demand, pay to the said Commissioners for the time being the amount of such deficiency. And also that the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, shall not nor will in any manner do, or cause or procure to be done, any act, matter, or thing whatsoever, to prevent, hinder, or molest the said Commissioners for the time being, or any person or persons employed by them, from completing and finishing the said workhouse, buildings, and works in manner aforesaid, or in using the materials which shall be on the premises, and provided by either of the said parties for the doing thereof. And the said Commissioners do hereby, for themselves and their successors, covenant, promise, and agree to and with the said Joseph M'Elroy and Alexander Hardy, their executors and administrators, that they the said Joseph M'Elroy and Alexander Hardy, their executors and administrators, well and truly performing all the covenants and agreements on their part herein contained, they the said Commissioners, or their successors, shall and will well and truly pay or cause to be paid unto the said Joseph M'Elroy and Alexander Hardy, their executors, administrators, or assigns, the sum of 4,950 *l.* of lawful money of Great Britain, at the several times, and in the manner and according to the several conditions in the said specification in that behalf contained. And it is hereby declared and agreed by and between the said parties hereto, that in case the said Commissioners for the time being should direct any more work to be done in or about the said workhouse, buildings or works, than is contained or described in the aforesaid drawings and specification, then and in such case the said Commissioners for the time being shall pay or cause to be paid unto the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, so much money as such extra work and the materials used therein shall cost or amount unto, any thing hereinbefore contained to the contrary notwithstanding; and that if it should be thought proper by the said Commissioners for the time being to diminish or omit any part of the work mentioned or contained in the said drawings and specification, then and in such case the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, shall deduct and allow out of the said sum of 4,950 *l.* so much money as the work so to be diminished or omitted shall amount unto, upon a reasonable valuation, anything hereinbefore contained to the contrary notwithstanding; and all allowances or deductions for such extra or omitted works respectively, shall be ascertained and settled by the architect for the time being of the said Commissioners, agreeably to the conditions in the said specification contained, relating to the valuation of such extra or omitted work.

In witness whereof the said Commissioners have hereunto set their hands and seal.

(signed) *J. G. S. Lefevre.* (Seal of the Poor Law Comrs.)
G. C. Lewis.

And the said Joseph M'Elroy and Alexander Hardy have hereunto set their hands and seals.

(signed) *Joseph M'Elroy* (L.S.)
Alex^r. Hardy (L.S.)

Witness,

(signed) *John Irvine,* Clerk of the Union.

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No. 35.—COMMUNICATION from Mr. *Otway*, Assistant Commissioner, on foregoing Minutes of 2 June 1841.

(5897 D/41.)

I AM not aware of any instance where the guardians of a Union have had the plans of a workhouse, or the amount of the proposals for its erection submitted to them for consideration, previous to the closing of the contract.

As soon as I heard the amount the contract was taken at, I mentioned it at a meeting of the Board on the 10th March to a guardian who asked me, and I afforded all the information I was in possession of as to the whole of the workhouse arrangements.

In accordance with my uniform mode of proceeding, shortly after the formation of the Union, I entered into communication for the purpose of obtaining a site with the proprietor of the town and adjacent property, Mr. D'Arcy, who is also Chairman of the Board of Guardians; he offered me a site which, from its position and shape of the ground, I considered ineligible; I pointed it out to the architect, Mr. Wilkinson, and he agreed with me; I then asked Mr. D'Arcy if he would give the present site, which both myself and the architect has agreed in considering a most advantageously situated one if it could be procured. Mr. D'Arcy stated he would give it, but that from its immediate contiguity to the town, and its not being then in his own hands, that it would come more expensive; I urged as strongly as I could, that it should be disposed of on as moderate terms as possible, and I reported on and forwarded the proposal to the Commissioners, the assistant architect, Mr. Leeson, having minutely inspected the ground, and approved of it.

I was unavoidably absent from the two ordinary meetings before the last meeting on the 2d June, when I afforded the Guardians every information respecting the arrangements that was in my power, as I have always been ready and anxious to do.

The Board of Guardians, as well as the entire neighbourhood, must have been aware of the final selection of the site; for, upwards of two months before the last meeting, the contractor had commenced operations, and the clerk of the works had been appointed, and had the Guardians wished to object to the arrangements on any just grounds, they had the opportunity of ordinary meetings besides extraordinary meetings, if they thought such necessary, to require explanations, or to make any remonstrance at.

There is not a better site in my district, and it is not possible that a better one could be obtained; it is immediately adjacent to the town, on the public road, exactly opposite to the school and church; considering the quality of the ground, its position as a town park, or building ground, the facilities it presents as a building site, and the price land sells for in the vicinity, the sum demanded for it cannot be considered as unreasonable.

I do not consider that the Guardians of the Lowtherstown Union have the slighest cause to be dissatisfied, as to the contract for the workhouse, or the selection of the site.

I recommend that a letter be written to-morrow, so as to reach Lowtherstown on Wednesday, embodying the heads of the statement I now make, and giving a detailed account of the amount of the contract, purchase of site, fittings, &c. and with which statement I have not been furnished.

A heavy pressure of business and a severe illness for the last ten days, which prevented me from attending to anything that was not absolutely necessary, prevented me from not having sooner noted the accompanying Minutes.

(signed) *C. G. O.*

28 June 1841.

No. 36.—LETTER from the Commissioners to the Board of Guardians.

(No. 5897 D/41.)

Poor Law Commission Office, Dublin, 29 June 1841.

Sir,

THE Poor Law Commissioners have had before them Minutes of proceedings of the Guardians of Lowtherstown Union, at a meeting on the 2d instant, containing

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taining a resolution relative to the selection of a site for the workhouse for the Union, and the erection of the building.

The Commissioners desire to express their great regret that the Board of Guardians should consider that they have reason to be dissatisfied at the plans, &c. not having been submitted to them, previously to a contract being entered into. The law having rendered the Commissioners responsible for the erection of the workhouses, and the expenditure of the loans obtained for that purpose, it has not been usually their course to submit the plans and estimates of expense to the Boards of Guardians at the outset. They are, however, always anxious to afford information to the Boards, and they therefore, upon your request transmitted to you on the 4th instant, such a statement of particulars respecting the site and the building as they hoped would have been satisfactory.

The Commissioners will only add that they selected the site after their Assistant Commissioner, in conjunction with their architect, had made full inquiry, and had expressed himself satisfied that it was most eligible in respect to its situation, its facility for the erection of the workhouse, and the terms upon which it could be purchased.

It may be useful to the Guardians to know that the working drawings of the building are deposited with the clerk of the works, and are accessible to inspection by the Guardians whenever they wish it.

By order of the Board.

(signed) *Arthur Moore*,
Chief Clerk.

To the Clerk of the Board of Guardians,
Lowtherstown Union.

No. 37.—LETTER from the Contractors to the Commissioners.

(No. 5300 D/41.)

Sirs, Lowtherstown, 11 June 1841.

We, the contractors for building the poor-house at Lowtherstown, respectfully request you will have the goodness to order us the payment of the first instalment, as it will greatly facilitate the work, and enable us to get on fully to your satisfaction.

And are, &c.

(signed) *M'Elroy & Hardy*,
Contractors.

No. 38.—LETTER from the Commissioners to the Contractors.

(No. 5300 D/41.)

Poor Law Commission Office, Dublin,
17 June 1841.

Gentlemen,

The Poor Law Commissioners acknowledge the receipt of your letter of the 11th instant, requesting payment of the first instalment on your contract for erecting Lowtherstown Union Workhouse, and they desire to call your attention to the 19th paragraph of your contract, under the provision in which you are not yet entitled to receive the first instalment.

By order of the Board.

(signed) *Arthur Moore*,
Chief Clerk.

No. 39.—EXTRACT from Minutes of Board of Guardians, 30 June 1841.

(No. 6021 D/41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

The Minutes of the preceding meeting being read, the Board proceeded as follows:

The Poor Law Commissioners' letter of the 4th June, accompanying a copy of the Workhouse Building Contract, and the extent of the site and terms thereof, together with their letter of the 29th instant, in answer to a resolution of

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of the Board, passed oo the 2d instant, as to the site and expense of the union workhouse, being read hy Mr. Otway,

The following resolutions were proposed hy Folliott Barton, Esq. and passed:

1st. Resolved, That siuce the poor-house has been fixed at Lowtherstown, the Guardians have heen unanimous in their endeavours to carry the intention of the Poor Law Act into effect, and with every possible view to economy, consistent with having the husiness of the union well done.

Passed unanimously.

2d. Resolved, That the general good understanding of all classes within the union may be seen hy there having heen a contest but for one seat amongst the 18 elected guardians.

Passed unanimously.

3d. Resolved, That from the foregoing there would appear to he less need for the full exercise of the stringent powers given by the Act of Parliament to the Commissioners, than there would have heen in a case where numbers were opposed to property, or *vice versâ*.

Passed unanimously.

4th. Resolved, That we tbink there has heen great negligence on the part of the Commissioners in not having viewed all the sites in the neighbourhood, with a view of causing competition amongst the proprietors, if possihle.

There were eleven votes for, and three against it.

5th. Resolved, That the Commissioners did not take tbe proper steps to get the hest information in their power before they concluded the hargain for the land and fixed on the site of the poor-bouse, the Guardians never having heen consulted on the suhject.

There were ten votes for, and four against it.

6th. Resolved, That the price paid for the ground, viz. 697*l.* 10*s.* for five acres and thirty-five perches, statute measure, is extravagant, and that we cannot conceive any proper reason for withholding froo the Board the full information contained in the return made in consequence of Sir R. Ferguson's motion in the House of Commons.

Passed unanimously.

7th. Resolved, That we also consider the Board of Guardians should have heen consulted in the appointment of the Clerk of Works.

There were ten votes for the resolution, and four against it.

The order of the Poor Law Commissioners, dated 22d June 1841, to raise or horrow 6,600*l.* to defray the expense of the Union Workhouse, heing read by Mr. Otway,

Resolved, That in consequence of a differènce of nearly 900*l.* appearing hetween the first tender furnished to the Commissioners hy the Contractors, and that finally agreed on, we adjourn the consideration of the loan until the next meeting, and that our clerk he directed to apply in the mean time, for information relative to such difference, and also for other copies of all and any other tenders sent in to the Commissioners.

Passed unanimously.

No. 40.—COMMUNICATION from the Commissioners to the Board of Guardians.

(No. 6021 D/41.)

Poor Law Commission Office,
Duhlin, 26 July 1841.

Sir,

REFERRING to the Minutes of proceedings of the Board of Guardians of Lowtherstown Union on the 30th ultimo, the Poor Law Commissioners have directed to he forwarded for the Board's information, the enclosed copy of their architect's report on the tenders received for erecting the Union Workhouse; specifying

See No. 17, p. 8.

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specifying their amounts and the names of the several builders who sent them in, by which it will be seen that the tender finally accepted is lowest by 150*l.*

By Order of the Board.

To the Clerk to the Guardians, Lowtherstown Union.

(signed) *C. Walmisley,* First Clerk.

No. 41.—LETTER from the Clerk of the Union to the Commissioners, enclosing Minutes of Board of Guardians, of 28 July 1841.

(No. 6882 D/41.)

Lowtherstown, 28 July 1841.

Sir,

With reference to a resolution contained in the accompanying Minutes, directing me to write for the bond of the present contractors and sureties, for erecting the Lowtherstown Union Workhouse, I beg leave to state that the bond has been called for by the Board of Guardians at this meeting, to show them that proper security has been entered into, and by whom, for the completion of the work, as the copy of their contract, already furnished to the board, does not state the names of the sureties.

I mentioned to the Board that I had witnessed the perfecting of the bond by the contractors and Mr. James Buchanan, of Fintona, one of their sureties, and that I got instructions to return it when signed by them, to be perfected by Mr. Vesey, the other, who was then in Dublin, but they wish to have the bond at their next meeting on the 7th August next.

I am, &c.

Arthur Moore, Esq. Chief Clerk.

(signed) *John Irvine,* Clerk to the Guardians.

Extract from Minutes of Board of Guardians, enclosed in foregoing Letter, 28 July 1841.

(No. 6882 D/41.)

A letter from C. G. Otway, esq., Assistant Poor Law Commissioner, dated 26th July (suggesting the propriety of the Board's adjourning till the 5th August, important business having to be brought before the Board at their next meeting which would not be advisable to have transacted in the absence of a large number of the Guardians, who, as he was informed, would be attending Enniskillen assizes on this day), being read by the clerk,

It was proposed by Mr. William Graham, and seconded by Mr. John Irwin, That the Board do adjourn to Wednesday the 25th August.

It was proposed by Mr. William Johnston, and seconded by Mr. Thomas Kennedy, That the Board do adjourn to Saturday the 7th August.

There were seven votes for the latter, and four for the former proposition.

Resolved, That our clerk be directed to write to the Poor Law Commissioners to forward to the Board of Guardians, before the 7th August, the bond entered into by the contractors and securities for erecting the Union Workhouse.

No. 42.—Communication from the Commissioners to the Board of Guardians.

(No. 6882 D/41.)

Poor Law Commission Office, Dublin, 4 August 1841.

Sir,

In compliance with the request contained in your communication of the 28th instant, the Poor Law Commissioners have directed to be forwarded herewith, for the information of the Board of Guardians of Lowtherstown Union, copies of the bonds entered into by Mr. Vesey, of Donabad House, Fintona, and Mr. J. Buchanan, of Fintona, respectively, for due performance of Messrs. M'Elroy & Hardy's contract to erect the Union Workhouse.

By Order of the Board,

To the Clerk to the Guardians Lowtherstown Union, Lowtherstown.

(signed) *Arthur Moore,* Chief Clerk.

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BOND and Warrant of Attorney, enclosed in foregoing Letter.

KNOW all Men by these Presents, That We, *Joseph M'Elroy* and *Alexander Hardy*, Builders; *Samuel Vesey*, of Donabad House, Esquire, and *James Buchanan*, Merchant, all of *Fintona*, in the County of *Tyrone*, are held and firmly bound unto the Poor Law Commissioners for the time being, their Successors and Assigns, in the Sum of Five Hundred Pounds sterling, to be paid unto the said Poor Law Commissioners, or their Successors or Assigns, or their certain Attorney thereto lawfully authorised, to the which Payment well and truly to be made, We do bind us and each of us, our, and each and every of our Heirs, Executors, and Administrators, jointly and severally, firmly by these Presents, sealed with our Seals, and dated the 2nd day of March 1841.

WHEREAS by certain articles of agreement, bearing date the 19th day of February last, made and entered into by and between the said Poor Law Commissioners of the one part, and the above bounden Joseph M'Elroy and Alexander Hardy of the other part, they the said Joseph M'Elroy and Alexander Hardy, for the considerations therein named, have for themselves, their executors and administrators, covenanted, promised, and agreed to and with the said Commissioners for the time being, that they, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, would erect, build, and completely cover in and finish, upon certain premises at or near Lowtherstown, in the county of Fermanagh, a workhouse and buildings, by the said Commissioners intended to be erected, according to certain drawings and specification in the said articles of agreement referred to, and in conformity with the dates in the said specification set forth; and also, that they, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, would do and perform all and singular the works mentioned in the said drawings and specification, in a good workmanlike and substantial manner, with such materials and under such regulations as are contained in the said specification, and to the satisfaction of George Wilkinson, the architect of the said Commissioners, or any other architect duly appointed by them, and that they, the said Joseph M'Elroy and Alexander Hardy would keep and perform various other covenants and agreements on the part of the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, to be kept and performed as by the said articles, specification and drawings, relation being thereunto had, may more fully and at large appear.

Now the condition of the foregoing obligation is such, that if the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, or some or one of them, do and shall in all things well and truly observe, perform, fulfil, and keep all and every the covenants, clauses, conditions, and agreements in the said hereinbefore-recited articles and specification contained or referred to on the part of them, the said Joseph M'Elroy and Alexander Hardy, their executors and administrators, to be performed, fulfilled and kept, according to the true intent and meaning thereof, and of the parties thereto, then and in such case the foregoing bond or obligation shall cease and become null and void and of none effect; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered, by Joseph M'Elroy, Alexander Hardy, and James Buchanan, in presence of Joseph M'Knight, Clerk of Guardians, Omagh Union; by Samuel Vesey, in presence of Charles T. Walmisley.

Joseph M'Elroy, (seal).
Alexander Hardy, (seal).
Sam. Vesey, (seal).
James Buchanan, (seal).

To *Edward Tierney*, Gentleman, Attorney of Her Majesty's Court of Queen's Bench in *Ireland*, or to any other Attorney of the same Court, or to any Attorney of any other of Her Majesty's Courts of Record in *Ireland*, *Great Britain*, or elsewhere.

THESE are to authorise and appoint you, or any of you, to appear for us, Joseph M'Elroy and Alexander Hardy, builders; Samuel Vesey, of Donabad House, esq. and James Buchanan, merchant, all of Fintona, in the county of Tyrone, at the suit of the Poor Law Commissioners, their successors or assigns, and

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and confess one or more judgment or judgments, either jointly or severally, as of Easter term, or of any other term or time whatsoever, after the day of the date hereof, with stay of execution until a breach of non-performance of some or one of the covenants, clauses, conditions, or agreements on the part of the above bounden Joseph M'Elroy and Alexander Hardy, their executors and administrators, to be performed and kept, contained in certain articles of agreement, bearing equal date herewith, and made and concluded upon, by and between the Poor Law Commissioners of the one part, and the said Joseph M'Elroy and Alexander Hardy of the other part, shall happen or take place in the said Court of Queen's Bench, or any other of Her Majesty's courts of record in Ireland, Great Britain, or elsewhere, by acknowledging the action or otherwise, upon one or more declaration or declarations, there to be filed against us or any of us, upon a bond of *500 l.* sterling, also bearing equal date herewith, conditioned for the true and faithful performance by them the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, of all and every the covenants, clauses, conditions, and agreements, on their respective parts, contained and agreed to be performed, fulfilled, and kept in and by the said therein in part recited and hereinbefore-mentioned articles of agreement, bearing equal date herewith; and for your or any of your so doing, this shall be your sufficient warrant and discharge. And know all men by these presents, that we, the said Joseph M'Elroy and Alexander Hardy, Samuel Vesey and James Buchanan, do hereby for us, and each and every of us, our and each and every of our heirs, executors and administrators, authorise you or any of you, to remise, release, and for ever quit claim unto the said Poor Law Commissioners, and their successors and assigns, all and all manner of error or errors, or misprision of error, errors, or erroneous proceedings whatsoever, that are or may be in the said judgment or judgments, or the proceedings thereupon.

Witness our hands and seals the 2d day of March 1841.

Signed, sealed, and delivered, by Joseph M'Elroy, Alexander Hardy, and James Buchanan, in presence of Joseph M'Knight, Clerk of Guardians, Omagh Union; by Samuel Vesey, in presence of Charles T. Walmisley.

Joseph M'Elroy, (seal).
Alexander Hardy, (seal).
Sam. Vesey, (seal).
James Buchanan, (seal).

No. 43.—LETTER from the Commissioners to the Clerk of the Omagh Union, as to the Re-execution of the Contractors' Bonds.

(No. 1281 D/41.) Poor Law Commission Office, Dublin,
Sir, 24 July 1841.

In consequence of an Act recently passed, which requires that all warrants to bonds should be registered within 21 days after their execution, it becomes necessary to re-execute the bonds of the sureties for the due performance of Messrs. M'Elroy and Hardy's contract to erect Lowtherstown Union Workhouse.

The Poor Law Commissioners, therefore, desire to forward to you the accompanying bonds, and they request that you will procure to each, at your earliest convenience, the signature or signatures of the respective party or parties named therein, and attest the affidavit annexed to the copy of each warrant as subscribing witness to the execution of the original.

See Nos. 44 & 46, pages 23 & 25.

Should it not be practicable to obtain the signatures of both the contractors on the same day, two bonds and warrants, with copies having forms of affidavit annexed, are sent herewith, that you may be able to depose thereon to the date of each signature,

I am, &c.
(signed) *C. Walmisley*,
First Clerk.

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No. 44.—LETTER from the Clerk of the Omagh Union, in reply to the foregoing Letter.

(No. 7321 D/41.)

Gentlemen, Omagh, 11 August 1841.

I DULY received your favour of the 24th ult., accompanied by bonds and warrants to be executed by Messrs. M'Elroy and Hardy, the contractors for erecting the Lowtherstown Union Workhouse, and their sureties, Messrs. Vesey and Buchanan.

I should have answered your letter ere this, but for the absence of Mr. Vesey, who has been from home for a month past, and as it is uncertain when he will return I shall delay no longer.

I have seen Mr. Buchanan, the other bailsman, who, before signing, wishes to consult Mr. Vesey; and he would like to be informed whether, in the event of the contractors performing their engagement with you (a matter he has no doubt about), he will be put to the expense of satisfying the judgment to be entered upon his bond.

I beg to transmit herewith the bond and warrant of the contractors, M'Elroy and Hardy, duly executed, with my attestation.

I have, &c.

The Poor Law Commissioners, Dublin. (signed) *Joseph M'Knight*, Clerk Omagh Union.

CONTRACTORS' BOND and Warrant of Attorney enclosed in foregoing Letter.

KNOW all Men by these Presents, That We, Joseph M'Elroy, of Agharonan and Alexander Hardy, of Eskermore, near Fintona, in the County of Tyrone, Builders, are held and firmly bound unto the Poor Law Commissioners for the time being, their Successors and Assigns, in the Sum of 500 *l.* sterling, to be paid unto the said Poor Law Commissioners, or their Successors or Assigns, or their certain Attorney thereto lawfully authorised, to the which Payment well and truly to be made, We do bind us and each of us, our, and each and every of our Heirs, Executors, and Administrators, jointly and severally, firmly by these Presents, sealed with our Seals, and dated the 2d day of August 1841.

WHEREAS by certain articles of agreement, bearing date the 19th day of February 1841, made and entered into by and between the said Poor Law Commissioners of the one part, and the above bounden Joseph M'Elroy and Alexander Hardy of the other part, they, the said Joseph M'Elroy and Alexander Hardy, for the considerations therein named, have for themselves, their executors and administrators, covenanted, promised, and agreed to and with the said Commissioners for the time being, that they, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, would erect, build, and completely cover in and finish, upon certain premises at or near Lowtherstown, in the county of Fermanagh, a workhouse and buildings, by the said Commissioners intended to be erected, according to certain drawings and specification in the said articles of agreement referred to, and in conformity with the dates in the said specification set forth; and also, that they, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, would do and perform all and singular the works mentioned in the said drawings and specification, in a good workmanlike and substantial manner, with such materials and under such regulations as are contained in the said specification, and to the satisfaction of George Wilkinson, the architect of the said Commissioners, or any other architect duly appointed by them, and that they, the said Joseph M'Elroy and Alexander Hardy, would keep and perform various other covenants and agreements on the part of the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, to be kept and performed as by the said articles, specification and drawings, relation being thereunto had, may more fully and at large appear.

Now the condition of the foregoing obligation is such, that if the said Joseph M'Elroy

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M'Elroy & Alexander Hardy, their executors or administrators, or some or one of them, do and shall in all things well and truly observe, perform, fulfil, and keep all and every the covenants, clauses, conditions, and agreements in the said hereinbefore recited articles and specification contained or referred to on the part of them, the said Joseph M'Elroy & Alexander Hardy, their executors and administrators, to be performed, fulfilled, and kept, according to the true intent and meaning thereof, and of the parties thereto, then and in such case the foregoing bond or obligation shall cease and become null and void and of none effect; otherwise to be and remain in full force and in virtue in law.

Signed, sealed, and delivered, by Joseph M'Elroy and Alexander Hardy, in presence of Joseph M'Knight, Clerk of Omagh Union, at Omagh, on the 2d day of August 1841.

Joseph M'Elroy, (seal).
Alexander Hardy, (seal).

To *Edward Tierney*, Gentleman, Attorney of Her Majesty's Court of Queen's Bench in *Ireland*, or to any other Attorney of the same Court, or to any Attorney of any other of Her Majesty's Courts of Record in *Ireland*, *Great Britain*, or elsewhere.

THESE are to authorise and appoint you, or any of you, to appear for us, Joseph M'Elroy, of Agbaronan, and Alexander Hardy, of Eskermore, near Fintona,, in the county of Tyrone, builders, at the suit of the Poor Law Commissioners, their successors or assigns, and confess one or more judgment or judgments, either jointly or severally, as of Michaelmas term, or of any other term, or time whatsoever, after the day of the date hereof, with stay of execution until a breach of non-performance of some or one of the covenants, clauses, conditions, or agreements, on the part of the above bounden Joseph M'Elroy and Alexander Hardy, their executors and administrators, to be performed and kept, contained in certain articles of agreement, bearing date the 19th day of February 1841, and made and concluded upon, by and between the Poor Law Commissioners of the one part, and the said Joseph M'Elroy and Alexander Hardy, of the other part, shall happen or take place in the said Court of Queen's Bench, or any other of Her Majesty's Courts of Record in Ireland, Great Britain, or elsewhere, by acknowledging the action, or otherwise, upon one or more declaration or declarations, there to be filed against us or any of us, upon a bond of 500*l.* sterling, bearing equal date herewith, conditioned for the true and faithful performance by them, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, of all and every the covenants, clauses, conditions, and agreements, on their respective parts, contained and agreed to be performed, fulfilled, and kept, in and by the said therein in part recited and hereinbefore-mentioned articles of agreement, and for your or any of your so doing, this shall be your sufficient warrant and discharge. And know all men by these presents, that we, the said Joseph M'Elroy and Alexander Hardy do hereby for us, and each and every of us, our, and each and every of our heirs, executors, and administrators, authorise you, or any of you, to remise, release, and for ever quit claim unto the Poor Law Commissioners, and their successors and assigns, all, and all manner of error, or errors, or misprision of error, errors, or erroneous proceedings whatsoever, that are or may be in the said judgment or judgments or the proceedings thereupon. Witness our hands and seals, the second day of August 1841.

Signed, sealed, and delivered, by Joseph M'Elroy and Alexander Hardy, in presence of Joseph M'Knight, Clerk of Omagh Union, at Omagh, on the 2d of August 1841.

Joseph M'Elroy, (seal).
Alexander Hardy, (seal).

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No. 45.—LETTER from the Commissioners to the Contractors, as to the perfecting of their Sureties' Bonds.

Poor Law Commission Office, Dublin,
13 August 1841.

Gentlemen,

The persons named as the sureties for the due performance of your contract to erect the workhouse of the Lowtherstown Union not having yet executed their bonds (Mr. Buchanan having expressed a wish to confer thereon with Mr. Vesey, who is absent from home), and having also inquired whether they will be put to any expense for entering judgment on the bonds, provided your contract shall be duly fulfilled, the Poor Law Commissioners desire to state that it is necessary that your security should be forthwith completed, by the bonds of your sureties being duly executed; and that until that is done, the Commissioners would not be justified in ordering the payment of an instalment under your contract, and they desire to state, that in their opinion, sureties cannot be expected to bear any expense, when a contract is fully and fairly executed by the person for whom they give security.

By order of the Board.

(signed) *Arthur Moore*,
Chief Clerk.

No. 46.—LETTER from the Clerk of the Omagh Union, transmitting Sureties' Bonds.

(No. 7611 D/41.)

Omagh, 19 August 1841.

Gentlemen,

You will find enclosed the bonds of Messrs. Vesey & Buchanan, sureties for M'Elroy & Hardy's performance of the contract for building Lowtherstown Workhouse, duly executed, with my attestations.

I have, &c.

The Poor Law Commissioners,
Dublin.

(signed) *Joseph M'Knight*,
Clerk of the Union.

Sureties' Bonds and Warrants of Attorney, enclosed in foregoing Letter.

Know all Men by these Presents, That I, *Samuel Vesey*, of Donabad House, Fintona, in the county of Tyrone, Esquire, am held and firmly bound unto the Poor Law Commissioners for the time being, their Successors and Assigns, in the Sum of Five Hundred Pounds sterling, to be paid unto the said Poor Law Commissioners, or their Successors or Assigns, or their certain Attorney thereto lawfully authorised, to the which payment well and truly to be made, I do bind myself and my Heirs, Executors, and Administrators, firmly by these Presents, sealed with my Seal, and dated the 18th day of August 1841.

Whereas by certain articles of agreement, bearing date the 19th of February 1841, made and entered into by and between the said Poor Law Commissioners of the one part, and Joseph M'Elroy and Alexander Hardy of the other part, the said Joseph M'Elroy and Alexander Hardy for the considerations therein named, have for themselves, their executors, and administrators, covenanted, promised, and agreed, to and with the said Commissioners for the time being, that they the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, will erect, build, and completely cover in and finish, upon certain premises at or near Lowtherstown in the county of Fermanagh, a workhouse and buildings, by the said Commissioners intended to be erected, according

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II. Minutes of Board of Guardians, &c.

ing to certain drawings and specification in the said articles of agreement referred to, and in conformity with the dates in the said specification set forth; and also that they, the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, will do and perform all and singular the works mentioned in the said drawings and specification, in a good workmanlike and substantial manner, with such materials, and under such regulations as are set forth in the said specification, and to the satisfaction of George Wilkinson, the architect of the said Commissioners, or any other architect duly appointed by them; and that the said Joseph M'Elroy and Alexander Hardy will keep and perform various other covenants and agreements, on the part of the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, to be kept and performed, as by the said articles, specification, and drawings, relation being thereunto had, may more fully and at large appear.

And whereas the said Joseph M'Elroy and Alexander Hardy having been required to enter into securities to the said Commissioners, the above bounden hath consented to enter into a bond as a surety for the said Joseph M'Elroy and Alexander Hardy, in the above-mentioned penalty, to be conditioned as hereinafter is mentioned.

Now the condition of the foregoing obligation is such, that if the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, or some or one of them, do and shall in all things well and truly observe, perform, fulfil, and keep all and every the covenants, clauses, conditions, and agreements in the said hereinbefore recited articles and specification contained or referred to, on the part of them, the said Joseph M'Elroy and Alexander Hardy, their executors and administrators, to be performed, fulfilled, and kept, according to the true intent and meaning thereof, and of the parties thereto, then and in such case the foregoing bond or obligation shall cease and become null and void and of none effect; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered, in the presence of Joseph M'Knight, Clerk of Omagh Union. — *Sam. Vesey*, (seal).

To *Edward Tierney*, Gentleman, Attorney of Her Majesty's Court of Queen's Bench in *Ireland*, or to any other Attorney of the same Court, or to any Attorney of any other of Her Majesty's Courts of Record in *Ireland*, *Great Britain*, or elsewhere.

These are to authorise and appoint you, or any of you, to appear for me, Samuel Vesey of Donabad House, Fintona, in the county of Tyrone, esq., at the suit of the Poor Law Commissioners, their successors, or assigns, and confess judgment as of Michaelmas Term, or of any other term or time whatsoever, after the day of the date hereof, with stay of execution, until a breach or nonperformance on the part of Joseph M'Elroy and Alexander Hardy, their executors or administrators, of some or one of the covenants, clauses, or conditions, contained in certain articles of agreement, bearing date the 19th day of February 1841, and made and concluded upon, by and between the Poor Law Commissioners of the one part, and the said Joseph M'Elroy and Alexander Hardy of Fintona, in the county of Tyrone, builders, of the other part, shall happen or take place, in the said Court of Queen's Bench, or any other of Her Majesty's Courts of Record in Ireland, Great Britain, or elsewhere, by acknowledging the action, or otherwise upon a declaration there to be filed against me, upon a bond for 500*l.* sterling, bearing date the 18th of August 1841, conditioned for the true and faithful performance by the said Joseph M'Elroy and Alexander Hardy, their executors or administrators, of all and every the covenants, clauses, conditions, and agreements, on their part, contained and agreed to be performed, fulfilled, and kept, in and by the said therein in part recited and hereinbefore mentioned articles of agreement; and for your or any of your so doing, this shall be your sufficient warrant and discharge. And know all men by these presents, that I the said Samuel Vesey do hereby for myself and my heirs, executors, and administrators, authorise you,

or

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or any of you, to remise, release, and for ever quit claim unto the said Poor Law Commissioners, and their successors and assigns, all, and all manner of error or errors, or misprision of error or errors, or erroneous proceedings whatsoever, that are or may be in the said judgment, or the proceedings thereupon.

Witness my hand and seal, the 18th day of August 1841.

Signed, sealed, and delivered, in presence of Joseph M'Knight, Clerk of Omagh Union. } *Sam. Vesey*, (seal).

[*Note.*—A similar bond, *mutatis mutandis*, was duly executed for the same amount, and bearing the same dates, by James Buchanan of Fintona, county Tyrone, merchant.]

No. 47.—EXTRACT from Minutes of Board of Guardians, 7th August 1841.

(No. 7240. D/41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding meeting being read, the Board proceeded.

Letters and communications from the Poor Law Commissioners, in reply to resolutions of the Board, and a form of application to be made to the Exchequer Loan Commissioners for an advance of 6,600 *l.*, to defray the expenses of the Union Workhouse being read;

The consideration of the loan being considered, and several documents relating thereto examined,

It was proposed by Folliott Barton, esq. and seconded by James Lendrum, esq. Resolved, That a letter be written to the Poor Law Commissioners, giving our reasons for refusing to make the application to the Commissioners for the issue of Exchequer Bills for the sum of 6,600 *l.*

Passed unanimously.

The following letter was then read by the chairman, and passed unanimously; viz.

" Gentlemen,

" In answer to yours of the 29th June, I am directed by the Board of Guardians to state, that they have reason to be dissatisfied, not only for the plans, &c. not having been submitted to them previous to the commencement of the building, but on account of the enormous unnecessary expense put upon this Union, by the Commissioners not consulting the Guardians before they took upon themselves the entire responsibility of making all bargains connected with the purchase of the site, or choice thereof. The Guardians have no doubt of the law as laid down by the Commissioners, viz. that the Commissioners have the power to make all arrangements, &c. as they assert; but the Guardians consider they can prove that the Commissioners have not taken due precaution to get sufficient information before they closed the bargains; and considering the Commissioners answerable to the Government and Parliament, at present intend to withhold their sanction for raising the money demanded, until we receive, what we consider full and ample information and satisfaction; for if the Guardians had been consulted, they could have told the Commissioners of other sites, equally convenient and eligible, which could have been had at a much cheaper price. The Guardians consider themselves, as proprietors of the property of the Union and representatives of the rate-payers, both imposed upon by bad bargains, and slighted by their advice not having been asked in matters which they, from their situation, must have been more capable of judging than the Commissioners.

" They see, by Sir R. Ferguson's return, that they have to pay more than any other Union in Ireland for land, near a town, that the price otherwise given by no means warrant."

Resolved, That a copy of the 2d Resolution of the 2d of June, the Commissioners' Letter of the 29th June, and the seven Resolutions of 30th June, and the Board's Letter to the Commissioners of the 7th August, be forwarded to the Board's Letter to the Commissioners of the 7th August, be forwarded to the Government for their information.

Passed unanimously.

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II. Minutes of Board of Guardians, &c.

No. 48.—Communication from Mr. *Otway*, Assistant Commissioner, on foregoing Minutes.

(No. 7240 D/41.)

No. 35, p. 17.

I beg to refer to my statement on the Minutes of the 2d of June. The Commissioners have afforded the Board of Guardians all the information they required, in the most explicit manner, and every step has been taken to satisfy the Guardians and to get them to execute the application for the loan for 6,600 *l.*

The Guardians have no reason to be dissatisfied with the arrangements entered into for the providing workhouse accommodation; the contract is most eligible, and the lowest tender 290 *l.* lower than any other similar sized house in my district; the contractor, a most respectable and solvent person, and his securities possessing large property; the site cannot be excelled in any of the requisites of a good site, it is so well adapted for building on, that the contract has been taken at 290 *l.* less than paid for similar sized houses, and it cannot be considered as unreasonable, taking all its advantages into consideration, the proprietor obtaining 547 *l.*, and the occupying tenant 150 *l.* for his tenant's right and crop, for five statute acres and 35 perches. The Guardians in their letter of the 7th instant, state (as far as I can interpret its sense) that according to the return called for by Sir R. Ferguson, in the House of Commons, that Lowtherstown is the most expensive site in Ireland; I have not the return alluded to by me, but I feel assured such is not the case, and I beg a reference to the return.

Had the object of the Board of Guardians been to enquire into, and to interfere with the arrangements making by the Commissioners, for the purpose of assisting to procure the workhouse accommodation required on the most advantageous terms for the Union, they ought not to have deferred their inquiries and remonstrances until the 2d of June; the plans were lodged with their clerk for 21 days, who knew of the site as did their chairman, and could have afforded or procured them every information on the subject, and I told them at the last meeting I was present at, before the 2nd of June, (namely, on the 10th March,) the arrangements that were making for their workhouse. I stated that the contract had been taken, and that I hoped by the next meeting the foundations would be laid of the workhouse; why did the Guardians not then inquire? Why not then remonstrate? Why wait for three months, and allow three ordinary meetings to pass, with the workhouse building before their faces, without making a remark, or asking a question?

See Letter, 7th inst. p. 27.

The Guardians now state that they have no doubt of the law as laid down by the Commissioners; if so, why not as magistrates, gentlemen, and loyal subjects obey the law? If the Commissioners have acted wrongly, and abused their powers, they can appeal to the Throne and the Legislature, and the greater the powers the greater the responsibility of the Commissioners; but why, according to their own admission, set themselves in opposition to the law, and thwart the arrangements that have been entered into according to its provisions? Why put the Union to the loss of the interest, on the advances of 6,600 *l.* for so long a time, a loss much greater than any saving that could, under any possibility, have taken place in the site or contract, even had either been extravagant? Why delay and inconvenience the contractor, who must either borrow the money at high interest, or stop the works, and who must eventually be paid interest for the time he was kept out of the money, after he was entitled to it by the terms of his contract?

I do not wish to impute motives to any individual or body of men, but I must state that I cannot account for the conduct of the Guardians on the grounds put forward by them; and I appeal to the Commissioners, after using all reasonable terms to afford information to, and to convince the Guardians of their error, which course I have and will most earnestly co-operate, with promptitude and firmness to take such steps as may be necessary to carry their order and the law into execution, and to prevent the interest of the Union from being injured.

I recommend that a letter should be written to-morrow, in answer to the minutes of the 7th August, and stating the injurious effects likely to accrue to the Union from a continuance of the course adopted by the Guardians; and the firm determination of the Commissioners, if forced to it, to carry out the provisions of the Poor Relief Act, when, through default of the Guardians, their duties shall not be duly and effectually discharged.

23 August 1841. (signed) *C. G. O.*

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No. 49.—LETTER from the Commissioners to the Board of Guardians.

(No. 7240 D/41.) Poor Law Commission Office, Dublin, 24 August 1841.

Sir,

THE Poor Law Commissioners have had under consideration Minutes of Proceedings of the Board of Guardians of the Lowtherstown Union, on the 7th instant, containing a resolution, and a letter addressed to the Commissioners, relative to the arrangements which have been made for providing a workhouse for the Union.

With reference to the statement as to the plans, &c. not having been submitted to by the Guardians, the Commissioners desire to state that the plans were lodged with the clerk of the Union for 21 days before the contract was entered into, and that the working drawings have been lodged with the clerk of the works, and accessible to the Guardians, from the commencement of the building; and at a meeting of the Guardians on the 10th of March, the Assistant Commissioner stated the arrangements that were then being made for providing a workhouse, and for taking a contract, and that he hoped by the next meeting the foundations would be laid: and the Commissioners are informed that, after the information then afforded by the Assistant Commissioner, no inquiries were made for further information, which of course he would have given had it been desired, and no objection was made to the steps taken by the Commissioners.

With reference to the statement that unnecessary expense is put upon the Union, from the Commissioners not consulting the Guardians before taking a site, the Commissioners have to observe that inquiries having been made by the Assistant Commissioner as to the most eligible ground for the purpose, and the respective sites offered having been inspected by him and by the architect of the commission, that which has been selected was found to be, on the whole, the most advantageous in regard to situation and terms, and best adapted for the purpose. The terms are such as, with reference to the locality and its vicinity to the town, and the eligibility of the site, appeared to be reasonable; and the Commissioners are not aware of any sufficient ground for the dissatisfaction now expressed by the Guardians in reference to it.

With respect to the terms of the contract for building the workhouse, the Commissioners desire to state that it was entered into upon public advertisement, and the lowest tender was accepted; and the amount of it is less than those entered into for workhouses of similar size for other unions.

In conclusion, the Commissioners desire to observe, that all the information usually given, and every information sought by inquiry, has been afforded by the Assistant Commissioner during the course of the arrangements, and the Assistant Commissioner having communicated the arrangements to the Guardians at the meeting of the 10th March last, the Commissioners trust that the Guardians will not now interpose objections and hinder the progress of the works, by withholding their application for the loan.

Should the Guardians further postpone making that application, considerable inconvenience and delay in the completion of the workhouse may be expected to arise, while the Union will lose the benefit of the interest, which would be accruing upon the Exchequer Bills, after the advance of the loan by Government; on all these grounds, the Commissioners urge the Guardians to an immediate compliance with the order, directing them to borrow the amount required for providing the workhouse.

By Order of the Board.

The Clerk to the Board of Guardians, Lowtherstown Union.

(signed) *Arthur Moore*, Chief Clerk.

No. 50.—COMMUNICATION from the Under Secretary for Ireland to the Commissioners.

(No. 7524 D/41.) Dublin Castle, 16 August 1841.

See No. 47, p. 27. See Nos. 62 to 65, pp. 41 to 43.

Gentlemen,

I AM directed by the Lord Lieutenant to transmit to you a letter from the Poor Law Guardians of Lowtherstown Union, with its enclosures, to which your attention is called.

I am, &c.

(signed) *N. H. Macdonald.*

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II. Minutes of Board of Guardians, &c.

No. 51.—EXTRACT from Minutes of Board of Guardians; 25 August 1841.

(No. 7827 D/41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding meeting being read, the Board proceeded as follows:

A letter from the chief secretary, dated 11 August, acknowledging the receipt of a correspondence between the Board and the Poor Law Commissioners, and a letter from the Poor Law Commissioners, dated 24th August, in reply to the Board's letter of the 7th August, being read, the following resolution was proposed by James Lendrum, and seconded by Robert Archdall, Esqrs.

Resolved, That we beg to refer the Commissioners to the letter from the Board of Guardians, of the 7th August, to which we consider their letter of the 24th does not give any satisfactory answer, and that under these circumstances we at present decline applying for the loan.

Passed unanimously.

No. 52.—LETTER from the Commissioners to the Board of Guardians.

(No. 7827 d/41.)

Poor Law Commission Office, Dublin,
21 September 1841.

Sir,

THE Poor Law Commissioners have had before them minutes of proceedings of the Board of Guardians of the Lowtherstown Union at their meeting on the 25th ultimo, containing a resolution that the Guardians do not consider the Commissioners' letter of the 24th ultimo, a satisfactory answer to their communication of the 7th ultimo.

The Commissioners regret that this should be the opinion of the Board of Guardians, to whom the Commissioners are anxious, and have endeavoured to afford every satisfaction in their power; and if their attention had been directed to the particular points in the letter of the 24th ultimo, which are not deemed satisfactory, the Commissioners would have endeavoured to render them so. In the mean time the Commissioners again urge upon the Board of Guardians the propriety of their taking, at once, the steps necessary to obtain the money for providing a workhouse in the Union, in conformity with the provisions of the Irish Poor Relief Act and the Commissioners' order.

The Commissioners desire at the same time to observe, that should the Guardians continue to refuse to borrow the money, the law will be impeded through their default, and considerable inconvenience and expense be thereby entailed upon the Union; a result which the Commissioners believe the Guardians would be desirous of avoiding.

By order of the Board,

The Clerk to the Guardians,
Lowtherstown Union.

(signed) *Arthur Moore,*
Chief Clerk.

No. 53.—EXTRACT from Minutes of Board of Guardians; 22d September 1841.

(No. 8722 D/41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding Meeting being read, the Board proceeded as follows, viz.;

The Poor Law Commissioners' letter of the 20th September in answer to the Board's resolution of the 25th August being read,

Mr. Otway appealed to the Board to make immediate application for the loan in obedience to the law, and in conformity with the orders of the Poor Law Commissioners.

Moved by Folliott W. Barton, esq. D. V. Chairman, That the Poor Law Commissioners' letter of the 24th August, with the marginal remarks of the Guardians thereon, be sent to the Commissioners.

Passed unanimously (except one).

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(No. 7240 D/41.)

Poor Law Commission Office, Dublin,
24 August 1841.

Sir,

Notes by the Guardians on their Minutes, in margin of the Commissioners' letter.

THE Poor Law Commissioners have had under consideration Minutes of proceedings of the Board of Guardians of the Lowtherstown Union, on the 7th instant, containing a resolution, and a letter addressed to the Commissioners relative to the arrangements which have been made for providing a workhouse for the Union.

Of this the Guardians had no notice.

With reference to the statement as to the plans, &c. not having been submitted to the Guardians, the Commissioners desire to state that the plans were lodged with the clerk of the union, for 21 days before the contract was entered into; and that the working drawings have been lodged with the clerk of the works, and accessible to the Guardians from the commencement of the building; and at a meeting of the Guardians on the 10th March, the Assistant Commissioner stated the arrangements which were then being made for providing a workhouse, and for taking a contract, and that he hoped by the next meeting the foundations would be laid, and the Commissioners are informed that after the information then afforded by the Assistant Commissioner, no inquiries were made for further information, which of course he would have given, had it been desired; and no objection was made as to the steps taken by the Commissioners.

The Assistant Commissioner made no inquiries, as he himself says (1), and did not even know that other landlords could have given sites except Mr. D'Arcy.

With respect to the statement "that unnecessary expense is put upon the Union, from the Commissioners not consulting the Guardians before taking a site," the Commissioners have to observe, that inquiries having been made by the Assistant Commissioner as to the most eligible ground for the purpose, and the respective sites offered having been inspected by him, and by the architect of the commission, that which has been selected was found to be on the whole the most advantageous in regard to situation and terms, and best adapted for the purpose.

The Guardians conceive themselves better judges of the prices and value in their own locality, than any strangers who come into the country, without making any inquiries, could possibly be; and know the price given, far above market value, and far above what said ground would have gone for, if competition had taken place; which it seemed to be the wish of the Commissioners to avoid.

The terms are such as with reference to the locality and its vicinity to the town, and the eligibility of the site, appeared to be reasonable; and the Commissioners are not aware of any sufficient ground for the dissatisfaction now expressed by the Guardians, in reference to it.

The Commissioners allowed the contractor to add 878*l.* to his first proposal, without sufficient reason to satisfy Guardians if it was just to do so.

With respect to the terms of the contract for building the workhouse, the Commissioners desire to state that it was entered into upon public advertisement, and the lowest tender was accepted; and the amount of it is less than those entered into for workhouses of similar size for other Unions.

In

When

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II. Minutes of Board of Guardians, &c

When the Assistant Commissioner was asked on the 2d June, by *ex-officio* Guardian Archdall, the expenses of building and site, Assistant Commissioner's reply was, it was time enough to know when Board had to pay. Assistant Commissioner had previously told the expense of the building (2).

Notes by Mr. Otway, Assistant Commissioner, on foregoing Observations of the Board of Guardians.

(1.) I never said any such thing.
(signed) *C. G. O.*
13 Oct. 1841.

(2.) On the 2d of June the Guardians were put fully in possession of the expense of the site, as well as of the contract; on being asked why detailed items of all the different expenses were not furnished to the Board, I stated that this was usually only done when the Board was called on to borrow or advance the money to pay for them; I never used the expressions above stated in the sense attempted to be conveyed in the note.
(signed) *C. G. O.*
13 Oct. 1841.

In conclusion, the Commissioners desire to observe, that all the information usually given, and every information sought by inquiry, has been afforded by the Assistant Commissioner during the course of the arrangements, and the Assistant Commissioner having communicated the arrangements to the Guardians, at the meeting of the 10th March last, the Commissioners trust that the Guardians will not now interpose objections, and hinder the progress of the works by withholding their application for the loan.

Should the Guardians further postpone making that application, considerable inconvenience and delay in the completion of the workhouse may be expected to arise, while the Union will lose the benefit of the interest which would be accruing upon the Exchequer bills after the advance of the loan by the Government; on all these grounds the Commissioners urge the Guardians to an immediate compliance with the order, directing them to borrow the amount required for providing the workhouse.

By order, &c.

(signed) *Arthur Moore*,
Chief Clerk.

Resolved, That the Guardians will apply for the money at the rate of 300*l.* for the site, and the sum the contractor first proposed for, viz. 4,072*l.* making in all 4,372*l.*, the Guardians first being satisfied as to the title.

Passed unanimously (except one).

No. 54.—REPORT from *C. G. Otway*, Esq. Assistant Commissioner, to the Commissioners, on foregoing Minutes.

(No. 9483 D/41.)

Gentlemen, 14 October 1841.

In reply to your Minute on the proceedings of the Lowtherstown Board of Guardians of the 22d of last month, I beg to submit that it was not in my power to comply with the directions enjoined in it at an earlier period, having been for 10 days absent from my head quarters and papers, and engaged in a manner that is unnecessary for me to detail in bringing four Unions lately formed in the North West of Donegal into operation.

On the 2d of last June I was first made acquainted with the dissatisfaction of the Lowtherstown Board of Guardians as to the arrangements made for the providing a workhouse for that Union, on the grounds that the plans and expenses of the workhouse had not been submitted to them previous to the contract having been entered into, and that they had not been consulted as to the site or the expense of it. (*See* Minutes of the meeting of the Board of Guardians on the 2d of June last.) At this period the contractor had made considerable advance in the progress of the works, and it was the fourth ordinary meeting of the Board of Guardians, including the meeting of the 10th of March, since they had been informed of the taking of the contract and its amount.

At the meeting of the 2d of June I expressed my regret that the Board of Guardians should feel dissatisfied at any of the arrangements made for providing the

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the workhouse for the Union, and especially that the expression of such dissatisfaction should have been delayed to a period when the advanced state of the building in a great degree perverted the arrangements complained of from being then even modified to meet the wishes of the Guardians, a circumstance that the Commissioners were anxious to accomplish in every instance, as far as was consistent with the due discharge of the duties which the Legislature had imposed upon them.

I stated to the Board first, as far as related to their dissatisfaction in respect to the plans and expenses of the workhouse not having been submitted to them previous to the contract having been entered on, that it was not customary for the Commissioners to consult Boards of Guardians as to the amount of the contract for the workhouses previous to the accepting of the tender, as the Legislature had cast the responsibility on them of entering into such contracts; and their extensive experience in England and Ireland enabled them to perform that duty without requiring the local assistance of the Guardians on the subject.

That the plans and specifications had been lodged with their clerk previous to the contract having been taken, or the tenders for it sent in open for their inspection in their Board-room, and had been inspected by some of the Guardians.

That the Commissioners would have been willing to have attended to any suggestion or wish of the Board respecting the plans of their workhouse, and that even then, as far as related to work not executed, every attention should be paid to any specific wish or suggestion of the Guardians; that the plans were then lodged with the clerk of the works, and open at all reasonable times for their inspection.

Secondly, I stated, as far as related to their expression of dissatisfaction for not having been consulted in any manner as to the site, or the expenses thereof, that it was my uniform custom, in the first instance, to apply to the lord of the soil, and owner of the town which was to be the centre of a Union, for a site.

That if I was offered what I considered an eligible site, I had it inspected by the architect, and on his approval of it, I forwarded the offer, with a short report respecting it, to the Commissioners for their consideration.

That, if the site so recommended was not objected to on the part of the Commissioners, or brought under my re-consideration by a remonstrance on the part of the Board of Guardians, who in the great majority of cases inquire minutely into such matters, and whose views it was my constant habit to endeavour to meet, I then considered my duty, as far as related to the selection of a site, as at an end.

I stated how, in their instance, having viewed the line of the ground around the town, and marked what I thought the best position for the workhouse; taking into consideration its contiguity to the town, and, as far as my experience went, its adaptation for the requisite buildings, I applied for the site to the chairman of the Board, Mr. D'Arcy, owner of the town, and one of the largest proprietors in the Union.

That he pointed out to me a site which I did not consider eligible, being inconveniently situated as regarded the town, of very irregular surface, and difficult approach.

That a short time afterwards, in passing through the town with the architect of the Commissioners, I pointed out the site offered by Mr. D'Arcy, as well as the ground I had myself considered as the most eligible, the latter of which he strongly expressed his opinion in favour of, and said that, leaving its position out of the question, he considered it was worth near 200*l.* more as a building site.

That then, having asked Mr. D'Arcy if he could dispose of it, and urging him to give a site as cheap as possible to a Union in which he had so large an interest, of which his own town was the centre, he informed me, from the circumstance of its being in the possession of tenants, and from its position as regarded the town, as town parks and building ground, it would cost much more than the other site he had first pointed out; and he could not sell it for less than 3*l.* 10*s.* per acre, 30 years' purchase at that rent, and 150*l.* which it would cost him to get up the possession from the occupiers.

That I got the assistant architect, Mr. Ryan, as soon as I was able so to arrange, to inspect the site minutely, and on his having reported very favourably to me respecting it, I forwarded Mr. D'Arcy's offer to the Commissioners, with a short report, stating my opinion of the eligibility of the site (*see* Report on Site), and it was taken accordingly.

That

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That I never heard even a rumour of an objection made until that day (the 2d of June), although I had attended the meeting of the Board on the 10th of March, when I informed them of the taking of the contract for the workhouse, and expressed my hope that by their next meeting the foundation of the workhouse would be laid; and although the Board had been officially informed of the appointment of clerk of the works, and were then holding their third ordinary meeting since the works had commenced, and their fourth since I had informed them of the taking of the contract, during which time they had the opportunities of making any inquiries or asking for any explanation they thought proper, not only by ordinary but by extraordinary meetings, if they at any time thought it desirable to call for such.

I stated that my absence from the meetings intervening between the 10th of March and 2d of June (viz. the 7th of April and 5th of May), did not prevent, but rather rendered it incumbent on the Board to make inquiries, and to pass some resolutions asking for information on any subject that they thought they had not been sufficiently informed on, or respecting which they thought they had reasons to object.

That as far as related to the site, if they did not wish to pass any resolution asking for information on the subject from the Commissioners, or to direct their clerk to write to me respecting it, they had only to ask their chairman, on whose ground they must have seen the workhouse was building, and who was able, and of course would have been willing, to have given them every information on the subject, and how I thought it unfair under these circumstances for the Board then to express dissatisfaction at an arrangement which had been not only entered into, but acted upon with their cognizance.

That every information would be afforded them on the subject, and how I felt assured they would ultimately consider, after dispassionate inquiries, the arrangements made as most conducive to the interests of the Union, and I earnestly requested of them not to allow the good understanding, so essential to subsist between the Commissioners and their Board, to be disturbed; or to bring two authorities that were constituted for mutual support, and for the promotion of one common object, the good of the whole Union, to be brought into hostile collision.

In reply to the resolution passed by the Board of Guardians on the 2d of June, your Board directed a letter to be written (*see* letter of 29 June).

This letter I regret to state had not the effect it was intended to produce, namely, of satisfying the Board of Guardians; and at their meeting of the 30th of June, they passed a series of resolutions condemnatory of the Commissioners in the selection and price paid for the site; and for not having been previously informed by them of the several items of the expense, and for the appointment of the clerk of the works without their knowledge; after, in a great measure, repeating the statements I made use of on the 2d of June, and already detailed, I informed them that it was not usual for the Commissioners to supply, or make out, a detailed account with the probable items of expense for the providing workhouse accommodation for the Union, until the time arrived when it became necessary to raise the money; but had the Guardians applied to the Commissioners for information on any point, it would have been cheerfully afforded; and that I regretted my unavoidable absence from so many meetings of the Board since the commencement of their workhouse arrangements, as it would have given me much satisfaction to have afforded them every information in my power.

That the clerk of the works was appointed by the Commissioners on the recommendation of their architect, and had in the present instance been selected from their own locality, both from his own competency, after a strict examination, and the good character and strong recommendation he received from members of the Board.

I read the order of the Commissioners to borrow the sum of 6,600*l.*, and at their request, laid before the Board the clauses of the Act which empowered the Commissioners to make the order; and I clearly stated how incumbent it was for the Board to comply with the order, and not to disobey the clear injunctions of the law on account of any dissatisfaction at the manner the provisions of the Act were carried out by the Commissioners, whom the legislature had rendered responsible for their due execution. I stated all the evils that would result to the Union, the delay of the works, discharge of the workmen, loss of interest on the advances of the loan; ultimate law expenses, and the damages that might be recovered against them by the contractor; and above all, the evil effects that would

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would result to the well working of the law, and the best interests of all classes in the Union, from their setting themselves in unseemly hostility against the Commissioners, with whom it was their first duty cordially to co-operate in endeavouring to carry out the provisions of the law.

My endeavours were ineffectual, and after a debate, the spirit and temper of which I felt deeply pained to witness, a resolution was passed (*see* minutes of the 30th of June) stating, that in consequence of a difference existing between the first tender and that finally fixed on, they would adjourn the consideration of the loan, whereupon I informed them the arrangements for taking the contract was not in my department, and promised to afford every information against the next day of meeting.

I stated that the alteration from the first tender could alone have been made under the advice of the architect, and for sufficient grounds, and earnestly urged on the meeting, not on that ground, to refuse to sign the application for the loan. The Commissioners afforded them every information, and sent a copy of the architect's report, which fully explained the circumstance. (*See* letter of the 26th July, sent in reply to Minutes of 30th of June.)

At the meeting for the transaction of business (the 7th of August) in opposition to my continued remonstrance, the Board again refused to sign the application for the loan; the clearer the explanation, the more determined appeared the opposition, and the moment one point of objection was disposed of another was raised, until at last I thought it best (from the temper and spirit I saw manifested) to abstain from any attempts to influence their proceedings.

A letter was then agreed to be sent to the Commissioners, purporting to give grounds for their continued refusal to borrow the money ordered (*see* letter of the 7th of August); in this letter, the ground for refusal to sign for the loan is apparently changed from that alleged at the last meeting, viz., the difference between the first tender furnished by the contractors, and the one finally agreed on, and placed on the expense of the site, and the circumstance of the Guardians not having been consulted as to the choice thereof; and although the Guardians state in this letter "that they have no doubt of the law, as laid down by the Commissioners, viz. that the Commissioners have the power to make all arrangements, &c. as they assert;" yet, strange to say, they continued to refuse to comply with the order and the clear provisions of law, as acknowledged by themselves; the persons leading the opposition, being magistrates of the county.

In reply to the letter from the Guardians of the 7th of August, your Board directed the letter of the 24th of August to be written. (*See* letter of 24th of August.)

This letter was apparently considered by the meeting of the 25th of August, as if it neither explained or related to the subject, and the desire of the Commissioners to explain the case and bring the Guardians to a sense of their duty, and the danger of the course they were pursuing, was treated, I am forced to say, with contempt.

The Guardians passed a resolution, referring the Commissioners to their letter of the 7th of August, and stating that they considered the Commissioners' letter of the 24th did not afford any satisfactory answer, and declining then to apply for the loan. (*See* minute of the 25th of August.)

To this resolution, your Board directed the letter of the 21st September to be written in reply (*see* letter); this letter was received, if possible in a worse spirit than the last; the Board added a few marginal remarks to the letter of the 24th August, to which I have annexed explanatory notes to those remarks not already explained.

Thus, gentlemen, now stands this untoward case; and having thus made observations in the shape of a report according to your order, I proceed to comply with the latter portion of your Minute of the 25th of September, to suggest the answer to be given to the last proceedings of the Lowtherstown Board, and the steps next to be taken.

With respect to the answer to be given to the last Minute, I would suggest that a letter should be written, stating "that the Commissioners could not entertain the proposal of the Guardians to borrow 4,072 *l.* being a less sum than that directed to be borrowed by their order of the 22d of June, forwarded to the Guardians, in accordance with the provisions of the Poor Relief Act."

"That the Commissioners deeply regretted that all the explanations and remonstrances afforded since the 2d of June had failed to induce the Guardians to acquiesce in

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in executing the legal orders of the Commissioners; that great delay to the execution of the works, and heavy expenses, would be entailed on the Union, from the course they had pursued; a course which, if unfortunately persisted in, would involve the Union in delays of a much more injurious extent, and expenses of a much greater amount than had yet taken place; and at least force the Commissioners, however painful it might be, to put into operation the powers with which the law had armed them for the protection of the interests of the Union, when, through default of the Guardians, their duties should not be duly and effectually discharged."

In case of the order not being complied with on the next day of meeting*, I feel it to be my duty unhesitatingly to recommend the immediate dissolution of the Board, and the issuing an order for a new election of Guardians.

* The 20th.

I am fully aware of the responsibility I undergo in this recommendation, and I do not make it without having for a long time calmly and anxiously considered the case; but from the spirit which I see pervades the Board of Guardians, and from the failure of the repeated attempts at explanation, argument, and entreaty on the part of the Commissioners, I am led to the conviction that the interest not only of the Lowtherstown Union, but the interests of the surrounding unions imperatively call for this exercise of the powers that the law has conferred upon the Commissioners.

I am fully alive to all the evils attendant on the calling forth of extreme power, and the danger to be apprehended from the re-action which usually attends its exercise; but in the present case I do believe that the great majority of the inhabitants of the Union do not participate in the feelings, or approve of the course taken by the Guardians in this matter.

I have, &c.

(signed) *C. G. Otway,*
Assistant Poor Law Commissioner.

No. 55.—LETTER from the Commissioners to the Board of Guardians.

(No. 9483 D/41.)

Poor Law Commission Office, Dublin,
16 October 1841.

Sir,

The Poor Law Commissioners have had under consideration Minutes of the proceedings of the Board of Guardians of Lowtherstown Union, at their meeting on the 22d ultimo; from which it appears that the Board of Guardians still refused to make application to the Exchequer Bill Loan Commissioners, for a loan of the amount required by the Commissioners' order; and they desire to state, that they cannot entertain the proposal made by the Guardians to make application for a loan of 4,372*l.*, being less than the amount specified in the order of the 22d of June last, issued by the Commissioners in conformity with the provisions of the Irish Poor Relief Act.

The Commissioners deeply regret that all the explanations and remonstrances afforded since the 2d June have failed to induce the Guardians to acquiesce in executing the legal orders of the Commissioners, and that great delay in the execution of the works, of the workhouse buildings, and heavy expenses, will be entailed on the Union, from the course that has been pursued by the Guardians; a course which, if persisted in, will involve the Union in delays of a much more injurious extent, and expenses of a much greater amount than have yet taken place; and will at last force the Commissioners, however painful it may be, to put into operation the powers with which the law has armed them for the protection of the interests of the Union, when, through default of the Guardians, their duties should not be duly and effectually discharged.

By order of the Board.

The Clerk of the Guardians,
Lowtherstown.

(signed) *Arthur Moore,*
Chief Clerk.

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No. 56.—LETTER from the Contractors to the Commissioners.

(No. 9258 D/41.)

Gentlemen, Lowtherstown, 7 October 1841.

We have been at Omagh to reoew a hill which we got discounted in the Provincial Baok there, and found great difficulty in getting it done, in consequence of a report which was circulated since the last meeting of the Guardians here, which was, that we would get no money to fioish the work, io consequence of the Guardians refusing to sign the necessary documents to get the money from the Exchequer. We have, besides expending what capital we had in commencing the work, also raised money on our acceptance in the Omagh bank, and several hills will fall due in course of a few weeks, and the manager has refused to renew them uoless our surety, Mr. Vesey, will put his name on them, which he has determined oot to do unless he is satisfied, hy a letter from you, that steps will he taken, either to ohlige the Guardians to act, or that money will he shortly furnished to enahle us to carry the work into effect; and Mr. Vesey will have no objection to assist us if you will have the goodness to state to him the prohahle time we may expect money; and we havc laid out 2,500 *l.* which the clerk of works can testify; and we would have the roof on all the huildings, except the hack range, io ahout six or seven weeks; you will therefore perceive that it must he ruinous to the whole concern, if we cannot contrive to continue the work, as the winter is coming on, and we could be carrying on the inside work if we had the house covered io, &c.

We remain, &c.

(signed) *M'Elroy & Hardy.*

No. 57.—LETTER from the Commissioners to the Contractors.

(No. 9258 D/41.)

Poor Law Commission Office, Duhlin,
13 October 1841.

Geotlemen,

The Poor Law Commissioners desire to state, in reference to your letter of the 7th instant, that they regret the delay which has occurred in paying the instalment, which you are now entitled to receive under yonr cootract for building the workhouse of the Lowtherstown Union. This delay has heen solely owing to misapprehension on the part of the Guardians, which the Commissioners have endeavoured, aod are still endeavouring to remove; and if they do oot succeed, as they fully expect to do, they will then feel it to he their duty to take steps for compelling ohedience to the provisions of the Irish Poor Relief Act, and will take care to protect the proper interests of the cootractors, as well as the interests of the Union, so long as the former shall continue to fulfil their engagements and execute the work confided to them in a satisfactory maoner.

By order of the Board,

(signed) *Arthur Moore,*
Chief Clerk.

No. 58.—EXTRACT from Minutes of Board of Guardians; 20 October 1841.

(No. 9783 D/41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

Proposed by F. W. Barton, Esq., and seconded hy Mr. George Hamilton.

Resolved, That the following letter he sent to the Poor Law Commissiooers, in answer to their letter of the 16th instant, viz:

"Sir,—I am directed hy the Board of Guardians, in reply, to acknowledge the reccipt of theirs of the 16th instant, aod to remark, that no satisfactory explanation to the objections of Guardians have been offered, viz., why 875 *l.* has been added to the huildiog proposal, and why Mr. Otway chose to give such a sum as 697 *l.* 19*s.* for the ground, when, if he had done his duty properly, by consulting the Guardiaos, it could have been had at much less. The Guardians maiotain that

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that all the delay and expense the Union may be put to, is the fault of the Commissioners in the very improper way they have conducted the affairs of this Union since the commencement; and also have to acquaint the Commissioners that they never will give the sanctioo of their names to such improper proceedings.

"The Guardians, in the strongest maoner, deny the insinuation of the Commissioners, that they are guilty of any default of duty; if the Commissioners had done their duty properly towards the Union, the Guardians would have oheyed their orders, hut when the Commissioners choose to hurtheo (either from ignorance or any other motive,) the Union with unnecessary expense, the Guardians know it to he their duty to oppose it, at least not to give the sanctioo of their names tn such improper doings."

There were 10 votes for, and 3 against this resolution and letter.

Moved hy F. W. Barton, esq. that the following question he put to Mr. Otway, viz.:

"Have you seen that the sum of 150*l.* charged against the Union, for tenants' right, has heen *bonâ fide* applied to that purpose?"

Mr. Otway's answer thereto;—"I have not seeo any sum applied *bonâ fide* for any purpose, as no sum for providing the workhouse has heen yet rendered available, hy the Guardiaos refusing to borrow the necessary money. The agreement was entered into with Mr. D'Arcy for the site, as this Board has heen repeatedly and fully informed of, and not with the occupiers, he (Mr. D'Arcy) charged 150*l.* for getting up possession from the tenants, and giving it to the Commissioners. Possession has been given to the Commissioners; it is with Mr. D'Arcy alone that the Commissioners have dealt, and not with the occupiers, and it is not necessary for the Commissioners to take any steps as to the application of the 150*l.*

* * * * * * * *

Resolved, That the clerk he directed to forward to the Secretary of State for Ireland, the following letter:

My Lord,

I AM directed hy the Poor Law Guardians of the Lowtherstown Union, to forward to your Lordship copies of the correspondencc hetween the Guardians and the Poor Law Commissioners, from the 7th of Angust up to the present date.

The Guardians, as your Lordship will perceive, complain chiefly of two acts of the Commissioners, viz. adding the sum of 875*l.* to the original proposal for huild-iog the workhouse, and also giving for the site, which comprises only three acres and 23 perches, Irish measure, the enormous sum of 697*l.* 19*s.*, without consulting the Guardians, or making inquiries for other sites which might have heen ohtained at much less cost than that agreed to hy the Commissioners, which is the highest that has hcen given in Ireland, and hy no means warranted hy the importance of the village near which it is located.

The Guardians have repeatedly demanded an explanation from the Commissioners on these points, which has always heen evaded, as the correspondence will show.

The Guardians complain of Mr. Otway's not consulting them on subjects with which they must, from their local knowledge, have heen hetter acquainted with than himself, and upon which the Commissioners (in page 19 of their ohservations explanatory of their orders), state it is the particular duty of the Guardians to offer suggestions.

The Commissioners, hy their last communicatioo, seem inclined to hring matters to a close hy dismissing the present Board, and giving no explanation as to the points in question.

The Guardians beg to assure your Lordship that nothing hut a strong sense of their duty, hoth as proprietors and representatives of the property of others, has induced them to take the only steps left in their power, to obtain justice for the Union; they consider themselves injured either through the incapacity or malversation of the Commissioners, and request that his Excellency may order the necessary inquiries to be made ioto the cooduct of the said Commissioners, with respect to this Union, as they (the Guardians) are most anxious to have the law enforced, and to comply with the wishes of the Legislature; at the same time they wish to have the strictest economy exercised in the expenditure of the Union.

Passed unanimously.

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No. 59.—REPORT from *C. G. Otway*, Esq. Assistant Commissioner, to the Commissioners, on the foregoing Minutes.

(No. 9902 D/41.)

Gentlemen,

24 October 1841.

In reference to the Minutes of the Lowtherstown Board of Guardians of the 20th instant, referred to me for my observations, I beg leave to state in reply, that I am not aware that I have anything to add to my Report on this case of the 14th instant, in which I have detailed all the circumstances connected with the choice of the site. No. 54, p. 32.

The Guardians complain that they were not consulted as to the site. I complain that although they were aware of all the circumstances connected with the selection of the site, and saw the workhouse building for nearly three months on their own chairman's ground (who attended all their meetings), and although holding two monthly meetings during that time, that they refrained from making any objections, or offering any suggestions, at a time when much could have been considered and made use of.

I was, unfortunately, absent from the meetings on the 7th of April and 5th of May, labouring under an extreme pressure of business in then finishing the formation of Unions in the West of Donegal; this circumstance I deeply regret, as, had I been able to have attended, I could and would have informed the Guardians on any questions respecting the arrangements, and have given my best consideration to any objections or suggestions that they might have made.

As I knew the site to be one of the most eligible I ever saw, and having dealt with their chairman for it, who got up a portion of the land from another of the Guardians, I felt assured that the Guardians were satisfied with the site, and aware of the negociations made for it, especially when I saw no inquiries or objections made on their minutes on the subject; and having dismissed the matter from my mind, it was not until the meeting on the 2d of June that I heard with astonishment and pain that any objections were entertained.

The Guardians in their letter to Lord Eliot complain that an enormous sum was given for the ground, and that no inquiries were made for other sites. Both of these charges I utterly deny; I did make inquiries and inspections for other sites; and I defy any person to point out a site about the town that can be compared in eligibility to the one selected. I got the ground as cheap as I could from Mr. D'Arcy; and if I was buying it for myself, I could not have used greater exertions to get it on the cheapest terms. Considering the situation and eligibility of the ground for the peculiar purpose it was required for, I did not, and do not consider it as dear. I acted under the architect's advice and opinion as well as my own; and I think the present site cheaper at 700 *l.* than any other site that could be shown near the town would be at 400 *l.*; it is the best site in my district, and the Guardians do not and cannot complain of it.

The Guardians state in their letter to Lord Eliot, that they have repeatedly demanded explanations of the Commissioners on the points complained of, which has always been evaded; in contradiction of this statement, I have only to refer to the Commissioners' letters of the 4th and 29th of June, and the letters and papers of the 26th of July, sent in answer to the minutes of the Guardians on the 30th of June; also the letters of the 24th of August, 21st of September, and 16th of the present month; besides my repeated and explicit statements and explanations at the meetings since the 1st of June. The Guardians only direct the correspondence since the 17th of August to be sent to Lord Eliot, whereas the correspondence between the 2d of June and 7th of August is equally important.

That the Government would deem the Guardians justified in refusing to borrow the money directed by the Commissioners' order, on the grounds put forth by them, I cannot bring myself for a moment to believe as possible; under this impression, I should hope that a strong representation will be made by the Government to the Guardians of the necessity for applying for the loan as directed; and I believe that if such a reply is given to the Guardians, that they may be induced to borrow the money, and so prevent any further painful and injurious collision between the Board and the Commissioners.

Should the Government not feel it their duty thus to act, and should the Guardians still continue to refuse to obey the order, and apply for the loan, I should recommend,

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recommend, as I have already stated in my Report of the 14th instant, that the Commissioners at once dismiss the present Board, and issue an order for a new election of Guardians.

I have, &c.

(signed) *C. G. Otway,*
Assist[t] Poor Law Com[s].

No. 60.—LETTER from the Commissioners to the Board of Guardians.

(No. 9783 D/41.)

Poor Law Commission Office, Dublin,
28 October 1841.

Gentlemen,

It is with much regret that the Poor Law Commissioners perceive hy the Minutes of your proceedings on the 20th instant, that, notwithstanding the full explanatioos heretofore given, and the urgent representations which have heen repeatedly made, the Guardians still refuse to comply with the order bearing date the 22d of June, directing them to raise or horrow the sum of 6,600 *l.* for the purpose of providing a workhouse for the Union.

The Commissioners had hoped that their letter of the 16th instant, together with the personal representations of their Assistant Commissioner, Mr. Otway, would have led the Guardians to coosider seriously and temperately all the consequeoces of a longer resistance to the ahove-named legal order. The Commissioners wish to believe that this resistance has hitherto been owing rather to a misapprehension of their duties and responsibilities on the part of the Guardians, than to any wish to oppose the law, or to emharrass the Commissioners in carrying out its provisions.

This misapprehension the Commissioners have endeavoured to remove, hut unbappily, as it appears, without success; yet if the Guardians will again refer to the various letters which have heen addressed to them on this subject, from the 4tb of June downwards, they can scarcely fail to perceive that they have no legal or reasonable ground for refusing to ohey the Commissioners' order, either with respect to the purchase of the site, or the amount of the contract entered into for building the workhouse; for the Guardians are in no way responsihle for either of these acts, and have in fact nothing wbatever to do with the building, until it is declared under the seal of the commission as the workhouse of the Union; whilst the Guardians are unquestionably hound to obey a legal order, a failure in which subjects them individuully and collectively to the penalties provided by the Act.

It has ever heen the Commissioners' wish, in all their communications with the Board of Guardians, to withhold oothing from them, hut to communicate with perfect frankness and without reserve, every information affecting the interests of the Union; and tbe Commissioners are totally unconscious of a different course having heen adopted io the case of the Lowtherstown Board, and desire very earnestly to assure the Guardians that if they entertain or ever entertained an impression that such has heeo the case, they are altogether mistaken, it ever being the anxious desire of the Commissioners to assist and co-operate with the Guardians in every way, and to cultivate the most frank and friendly relations.

Whilst so acting, however, the Commissioners do not forget that it is tbeir houndeo duty to uphold the law, and in any case of open and protracted resistance, to enforce its provisions. In the present iostance, although it will be most unwillingly, the Commissioners consider that they have no alternative hut to call the coercive provisions of the Act into operation, if the Guardians persist in refusing ohedience to the order of the 22d uf June. If the Commissioners' order may be either disregarded or obeyed at the option of the party to whom it is addressed, what security have the Guardians themselves for any one of their official acts, they haviog been constituted, and the Union itself formed, hy an order under the seal of the commission, similar in legal force to the order which the Guardiaus have refused to ohey?

The Commissioners have laid the whole case before the law officers of the Crown, whose opinion is clear upoo the point at issue, and hy whose advice the Commissioners will he guided in the steps which they may take in this case.

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As preparatory to other proceedings, the Commissioners herewith send you an order rescinding so much of the order of the 22d of June, as gives the Board of Guardians the option of borrowing the money required for providing the workhouse, or of raising it by rate, and directing them to take the former course within a limited period.

This new order is not to be considered as issued adversely, and if the Guardians will, as the Commissioners earnestly hope they will, yield that prompt obedience to it which the law requires, its intention will be fulfilled, and the affairs of the Union will proceed harmoniously and satisfactorily; but if on the contrary, the Guardians should disobey the order, the Commissioners must then resort to the painful alternative before indicated, and adopt such measures as their duty to the public requires.

The Commissioners entreat the Guardians not to view this statement in the light of a threat; it is not intended as such, neither is it given in any offensive sense, but solely with the view of pointing out the course which the Commissioners must of necessity take, and from which necessity, most painful as it is to themselves, and injurious as it must be to the Union, it is in the Guardians' power, and is the Guardians' duty to protect them, by a prompt fulfilment of the order herewith transmitted.

By Order of the Board.

The Chairman and Board of Guardians of the Lowtherstown Union. (sigoed) *Arthur Moore*, Chief Clerk.

No. 61.—Further LETTER from the Commissioners to the Clerk of the Union.

Poor Law Commission Office, Dublin, 28 October 1841.

Sir,

The Poor Law Commissioners transmit to you herewith a letter addressed to the Chairman and Board of Guardians of the Lowtherstown Union, together with a sealed copy of the order therein referred to; and the Commissioners desire that you will forthwith take steps for assembling an extraordinary meeting of the Board of Guardians on the earliest possible day, to take into consideration that letter, and the order accompanying it.

The Commissioners also request that you will give immediate information of the day of meeting to Mr. Otway, Assistant Commissioner, in order that be may attend.

By Order of the Board.

(signed) *Arthur Moore*, Chief Clerk.

No. 62.—Communication from *Edward Lucas*, Esq. Under Secretary for Ireland, to the Commissioners.

Duhlin Castle, 25 October 1841.

Gentlemen,

I have been directed by the Lord Lieutenant to refer to you the accompanying papers, received by the Guardians of the poor of the Lowtherstown Union, and to request you will favour me with an explanation thereon for His Excellency's information.

See No. 58, p. 37.

I have, &c.

(signed) *E. Lucas.*

No. 63.—LETTER from the Commissioners to the Under Secretary for Ireland.

(7524 d.)

Poor Law Commission Office, Dublin, 28 October 1841.

Sir,

The Poor Law Commissioners acknowledge the receipt of your letter of the 25th instant, transmitting a communication received from the Board of Guardians of the Lowtherstown Union, which the Commissioners have had under consideration, together with a former communication of the 16th August, from Mr. Macdonald,

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H. Minutes of Board of Guardians, &c.

donald, and the Commissioners desire in compliance with your request, to make the following statement on the subject, for the information of His Excellency the Lord Lieutenant.

The objections which the Board of Guardians make to the execution of the application to the Exchequer Bill Loan Commissioners for the loan, appear at present to he hased upon two grounds, namely, that the terms of purchase of the site are too high, and that an addition was made to the amount of the tender originally made hy the contractors for huilding the workhouse.

With respect to the purchase of the land forming the site of the workhouse, the Commissioners desire to state, that soon after the formation of the Union, they caused inquiry to be made as in other cases, by their Assistant Commissioner in charge of the Union, in conjunction with the architect, as to any plots of land which were suitable and obtainable for the purpose; and it was only after they had made full inquiry, and satisfied themselves that it was the most eligible in respect of situation and price for the erection of the workhouse, that the Commissioners, agreeing in their views, concluded the arrangement for purchasing the land. The terms upon which land can be ohtained for the site of a workhouse depend in the case of each Union upon local circumstances, and in the present instance, that was selected which was found to be the most eligible in respect to its suitableness for the purpose, and to the terms upon which it could he obtained, and from subsequent inspection and inquiry, the Commissioners are confirmed in the view which they originally took.

The site thus purchased helonged to Mr. D'Arcy, the Chairman of the Board of Guardians, to whom all the property immediately surrounding the town also helongs, and it was nt the time in the occupancy of another Guardian, and the selection of this particular plot in preference to others which had heen pointed out was made a topic of conversation with the memhers, if it did not take place at a meeting of the Board of Guardians, by the Assistant Commissioner, and no objection whatever was stated hy any one.

In reference to the increase of the sum specified in the original tender of the present contractors for huilding the workhouse, tbe Commissioners desire to state that on examination of the tenders received, it was found that tbe first tender of the present builders was for an amount much helow what the works could be properly executed for: and as the Commissioners have found it inexpedient to hind themselves to accept the luwest tender, or a tender of such amount as does not afford a reasonable assurance of the works being properly and satisfactorily completed within the given time, and as immediately after their first tender, the present contractors sent in an application, pointing out certain errors and omissions therein, and stating that they could not undertnke the huilding for a less sum than 4,950 *l.*, and as, moreover, the Commissioners found on inquiry that they were men of good character, and likely to execute the works in a satisfactory manner, and that they resided in the district, the Commissioners on tbe recommendation of their arcbitect consented to the addition which the huilders proposed to make to their ender, and accepted it at the amended amount, which was still 150 *l.* below the lowest of the other tenders received, and certainly not above what any respectable huilder ought to undertake the works for, with a fair prospect of protecting himself from loss.

With regard to the statement of the Board of Guardians, that information was not given to them of the steps which were taken for providing a workhouse, the Commissioners desire to state that they are, aud have been nt all times, most ready to afford every information to a Board uf Guardians; and so far from withholding information in this instance, the Commissioners communicated the particulars from time to time of all the proceedings which had heen taken, as appears hoth by the letters which are contained in the communications addressed by the Guardians to the Secretary for Ireland, as well as hy other letters, dated respectively the 4th June, 11th June, 26th July, and 4th August, not included therein; and the Assistant Commissioner, at every meeting of the Guardians which he attended, never failed to afford all the information that was required un every subject cunnected with the Union.

The Commissioners desire to refer to the 35th section of the Irish Poor Relief Act, hy which the entire responsibility of all the proceedings for providing the workhouses is devolved upon the Commissioners, who aru vested, for this purpose, with the powers of obtaining land for the site, of entering into contracts for the huilding, which is to be carried on solely under their direction and control, and

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of making and concluding all the necessary arrangements for providing a workhouse, for which purpose they are authorised to direct the Guardians to raise or borrow money; and the non-compliance with the Commissioners' orders in this respect subjects the offending parties to the several penalties provided by the Act. The Guardians have, under the Act, no control or right of interference whatever over the proceedings for providing the workhouse, nor over the workhouse itself, until it is declared under the hands and seals of the Commissioners fit for the reception of destitute poor.

The Commissioners return herewith the papers which have been referred to them in the above letters.

By Order of the Board.

(signed) *Arthur Moore*,
Chief Clerk.

No. 64.—Further LETTER from the Under Secretary for Ireland to the Commissioners.

(10,000 D.)

Sir, Dublin Castle, 29 October 1841.

In reference to your letter of yesterday's date, I am directed by the Lord Lieutenant to request that you will be pleased to furnish me with a copy of the Attorney-general's opinion on the case submitted to him by the Poor Law Commissioners, with regard to the Lowtherstown Poor Law Union.

I am, &c.

Geo. Nicholls, Esq. (signed) *E. Lucas.*

No. 65.—QUERIES submitted (in a Case) to the Attorney-general, and his Opinion thereon; forwarded to the Under Secretary for Ireland, in reply to foregoing Letter.

Your advice and opinion are desired on the various points involved in the foregoing statement, and you are especially requested to answer the following questions.

Queries:

1. Whether the order of the Commissioners of the 22d June is a valid order, and a good execution of their power under the 3d and 35th sections of the Act, and such an order as the Commissioners could call upon the Court of Queen's Bench to sustain by a mandamus?

2. Whether the Commissioners are competent, under the 3d and 35th sections, to order and direct a Board of Guardians specifically to borrow, or specifically to raise by a poor rate, the requisite sum; without leaving them the alternative given by the Act?

3. Whether the Board of Guardians of the Lowtherstown Union have, by refusing up to this date to take any measures in obedience to the Commissioners' order, made themselves liable to penal or compulsory proceedings on the part of the Commissioners?

4. Whether the said Board of Guardians have committed such default, as incurs the liability of being dissolved by the Commissioners under the 26th section?

5. Whether

Answers:

1. I am of opinion that the order of the 22d June 1841 is a clear exercise of the powers of the Poor Law Commissioners, and that the Guardians of the Lowtherstown Union ought to act in obedience to it, either by assessing the sum of 6,600 *l.* as a poor rate, or borrowing it.

2. I think they may order them to do either.

3 & 4. I do not think they are liable to be proceeded against under the 102d section; but, in my opinion, the Commissioners may and should dissolve the Board of Guardians if they continue in default by refusing to assess.

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5. Whether the members of the Board, by wilfully neglecting or disobeying the orders of the Commissioners, have brought themselves individually within the penal provisions of the 102d section?

5. I think not; the default is in their corporate capacity, and in that no proceeding under the 102d section can be had against them.

6. Whether the Court of Queen's Bench would upon application grant a mandamus, unless it appeared that the Commissioners had previously acted upon the 26th section, so as to exercise all their own authority, before having recourse to that of the Court?

6. I think not: when the Act provides a special remedy, and one which is within the power of the Commissioners, they ought to avail themselves of it, and should not apply for a mandamus.

7. Whether, in the event of a mandamus being issued, proceedings could be taken under it against every or any member of the Board individually, or whether it must be directed against the whole Board in their corporate capacity; or, in other words, whether (as would be desirable) the consequences of the disobedience of the Board could be made to fall upon the individual members so disobeying, in their persons or properties, or whether the Board could avail themselves, collectively and officially, of the Union funds in the payment of costs or of penalties?

7. The proceedings by mandamus, if proper and if adopted, might be followed by attachments against the individuals whose default in resistance shall have occasioned the disobedience of its mandate. — *Rex* v. *Churchwardens of Salop*, Buller Nisi P. 214.

(signed) *F. Blackburne.*

15 October 1841.

8. Whether you recommend the Poor Law Commissioners to apply for a mandamus; which if you advise, you are requested to give them such instructions as may appear to you to be necessary for their guidance in taking that course.

No. 66.—EXTRACT from Minutes of Board of Guardians of the Lowthers-town Union; 8 November 1841.

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

The Minutes of the preceding meeting being read,

The Poor Law Commissioners' Letter of the 28th October, directing the clerk to summon an extraordinary meeting of the Board of Guardians to consider the Commissioners' letter of the same date, in answer to the Minutes of last meeting, and a sealed order, dated 25th October 1841, rescinding part of the order of the 22d June, and directing the Guardians to borrow the sum of 6,600 *l.* for providing a workhouse for the Union within 21 days from the date thereof, being all read;

Proposed by F. W. Barton, esq. and seconded by Mr. Christopher Graham, That the following questions be put to Mr. Otway, Assistant Poor Law Commissioner:—

Question 1. Why did you make choice of ground without consulting us, when your instructions are that we are to give our opinion of local subjects?

Mr. Otway's Answer. I have already fully and repeatedly explained to the Guardians the whole of the course I adopted with regard to the selection of a site for their Union, and I would always have been most grateful to receive any suggestions or to listen to any objections, had they offered or made any such. In conformity with the printed observations on the Commissioners' orders which were in their possession, and to which they now refer, and I very much regret the Board should have withheld any intimation of their objections to the arrangements, which they had long previously been made acquainted with, until the 2d June, when it would have been out of the power of the Commissioners to have attended to their objections, even had they thought such valid; that I regret I was unavoidably absent from the meetings of the 7th April and 5th May, when I could

and

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and would have gladly afforded the Board any information on the subject, bad I been at the meetings of the Board.

2. Why did not you consult us before you added 878*l.* to proposal?

This subject is not in my department. I gave every information I was in possession of, and the subject has been fully explained in the letters of the Commissioners to the Board.

3. Why did not you open again to competition the building when you allowed the present contractor to increase his proposal?

Same as No. 2.

4. Have you further information as to the way the 150*l.* was laid out?

No further information than I gave on the last day.

Mr. Otway, Assistant Commissioner, brought before the consideration of the Board the Poor Law Commissioners' order of the 25th October, and urged them to act in conformity with it.

The Board refused to make the application.

No. 67.—REPORT from Mr. *Otway*, Assistant Commissioner, on foregoing Minutes.

(10,437 D/41.)

Gentlemen, 11 November 1841.

In conformity with your minute on the proceedings of the Lowtherstown Board of Guardians on the 8th instant, received by me this day, I beg leave to report as follows:

I brought before the consideration of the Lowtherstown Board of Guardians your order of the 25th ultimo, and I urged on the Guardians as earnestly as was in my power, the necessity for an immediate compliance with its directions, having first afforded the Board every information and explanation I was able.

I, however, regret to state, that the Board refused to comply with the order.

From some expressions that were made, and from some doubts that were expressed during the discussion on last Monday, I am led to renew the hope that for so long a time I anxiously cherished, that the Guardians may yet be led to see the injurious effects on the best interests of the Union of the course they are pursuing, and the necessity for their compliance with the law and the orders of the Commissioners.

As I would deprecate the exercise of any of the compulsory powers with which the law has armed the Commissioners, while the slightest ground for a reasonable hope remained, that the Board of Guardians might be led, from explanation, time for consideration, or from further entreaty, to co-operate with the Commissioners in carrying out the law; I now respectfully yet earnestly ask the Commissioners to amend their order of the 25th ultimo, and to extend the time given for a compliance with the order from the 15th of the present until after the 15th of next month.

I ask until after the 15th of next month for the following reasons; the Board of Guardians on last Monday adjourned to their ordinary meeting day, next Wednesday, in order to comply with their resolution of the 20th ultimo, but as a number of Guardians were going to Dublin, and would be absent on next Wednesday, the understanding was agreed upon, that the meeting on that day would not be for the despatch of business, but merely for the purpose of adjourning to the 15th of December, the day for the ordinary meeting in due course after Wednesday, I do not deem that it would be advisable to summon another extraordinary meeting, or that it is at present necessary to address any further communications to the Board of Guardians; all I now ask for is, to give the Guardians further time for consideration, until the meeting after next Wednesday, and to enable me on that day again to urge their consideration the duty of acting in conformity with the order, and to offer them again such explanations as may be in my power to afford, or that I may be able to procure for them.

I am, &c.
(signed) *C. G. Otway*,
Assistant Poor Law Commissioner.

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No. 68.—EXTRACT from the Minutes of the Board of Guardians; 17 November 1841.

(10633 D/41.)

RESOLVED, That in consequence of our not being able to receive any satisfactory answer to our letters to the Poor Law Commissioners, we authorise Folliott Warren Barton and James Lendrum, esqrs., two of our Board of Guardians, to wait on the Poor Law Commissioners in Dublin, and ask explanation relative to the differences between the Board of Guardiaos and the Commissioners.

Passed unanimously.

No. 69.—MINUTES of the Poor Law Commissioners, Dublin, on the attendance of a Deputation from the Board of Guardians; 19th November 1841.

THE Board had an interview with Mr. Folliott Warren Barton, and Mr. James Lendrum, Guardians of the Lowtherstown Union, who attended in pursuance of a resolution passed by the Board of Guardians, on the 17th instant, directing them to wait on the Commissioners; and discussed the whole question at issue between them and the Guardians in respect to the raising or borrowing of the money required for providing the workhouse, when it was agreed that the Commissioners should be furnished with a written statement of the several matters connected therewith.

No. 70.—LETTER from Messrs. *Barton* & *Lendrum*, deputed by the Board, to the Commissioners.

(10,743 a.)

Sir, Sackville-street Club House, 20 Nov. 1841.

HAVING been deputed by the Board of Guardians of Lowtherstown Union, to confer with the Poor Law Commissioners relative to the subjects at present under discussion, we beg, in consequence of our conversation with you on the 19th instant, to suggest to the Board of Commissioners, that should they think proper to give to the Board of Guardians a satisfactory guarantee that in the event of the Guardians, at their next meeting, acceding to the orders of the Commissioners, and executing the bond for the full amount required to be raised, no payments exceeding the amount of 300 *l.* for the site of the workhouse, and 4,078 *l.* to the building contractors, shall be made from said fund, until the result of an inquiry before Parliament or other competent tribunal, into the circumstances connected with the purchase of the site and the completion of the contract shall be known, it would probably have the effect of removing the objections which at present exist in the minds of the Guardians to complying with said order of the Commissioners.

We shall be most happy to receive any communication on the part of the Commissioners which you may think proper to address to us,

And have, &c.

George Nicholls, Esq.
Poor Law Commissioners' Office.

(signed) *Folliott Barton.*
James Lendrum.

No. 71.—LETTER from the Commissioners to the Deputation of Guardians.

(10,743 D.)

Poor Law Commission Office, Dublin,
24 November 1841.

Gentlemen,

THE Poor Law Commissioners received on the 22d instant your letter of the 20th, in which you state, on behalf of the Lowtherstown Board of Guardians, that their present objections to comply with the order to borrow, would probably be removed if the Commissioners would guarantee that not more than 300 *l.* should be paid for the site, nor more than 4,078 *l.* under the contract for building

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ing the workhouse, until the circumstances connected with the purchase of the site and the making the contract should have been inquired into.

The Commissioners are always desirous of affording every satisfaction to Guardians, individually and collectively, whenever they can do so consistently with their public duty; and in the present instance readily assure the Lowtherstown Board, through you, that the purchase-money for the site shall not be paid until the question of amount has been again considered; and as the amount agreed to be paid to Mr. D'Arcy for the land appears to be unsatisfactory to many members of the Board of Guardians, the Commissioners suggest whether it might not be the best and most satisfactory mode of proceeding, for Mr. D'Arcy and the Board each to appoint an indifferent person to say what would, in their judgments, be a fair price under the circumstances; and if these parties cannot agree, let them name an umpire.

The Commissioners cannot doubt that Mr. D'Arcy would readily assent to such a proposal, for he must be sensible that in agreeing to the price for the site, the Assistant Commissioner placed himself entirely in his hands. It was natural, if not necessary, that he should do this, Mr. D'Arcy being the Chairman of the Board of Guardians, and of course therefore possessing their confidence, and in constant communication with them, and being moreover the owner of the town and property immediately adjoining. He therefore was the most fitting person for the Assistant Commissioner to communicate with on the occasion, and the Commissioners always presumed that whatever was done respecting the purchase of the site, would have been communicated to the Board of Guardians by Mr. D'Arcy, from whom it was obtained; and by Mr. Johnson, another Guardian, who was the tenant in possession. Seeing, however, that this was not the case, and that misapprehension has arisen in consequence, the Commissioners offer the above suggestion, as the most likely mode of removing existing differences.

With respect to the second point adverted to in your letter, namely, the payment to the contractor for building the workhouse, the Commissioners have to remark that the contract is a regular instrument, duly executed by, and legally binding on the contracting parties, and must be fulfilled to the letter. No variation or compromise can be admitted without endangering the authority of the instrument, which must be carefully guarded against.

In their lengthened interview with you on the 19th instant, the Commissioners regretted to perceive that there was an impression on the part of the Guardians that the original tender of the contractors ought not to have been increased from 4,072*l.* to 4,950*l.*; and also that the Commissioners had not been sufficiently communicative with respect to this and other matters affecting the interests of the Union.

The Commissioners can now only repeat the assurances which they then gave you personally, that it is their earnest desire to afford the fullest information to Boards of Guardians, and to cultivate the most frank and unreserved communication with them; but the heavy pressure of business upon the office, and the total occupation of their time, often prevents their doing this to the extent they wish; and they are compelled in such cases to depend upon the Assistant Commissioners to give that information and those explanations to Boards of Guardians which the Commissioners themselves are precluded from affording in a written shape.

Very unfortunately, in the instance of Lowtherstown Union, Mr. Otway was prevented from attending two of its meetings; on one occasion by illness, and another by his being unavoidably detained in the north of Donegal. Had he been present at these meetings, the fullest information would have been afforded by him to the Guardians, both as to the purchase of the site and the amount of the contract. As respects the latter, it was stated to you at this office on the 19th instant, that the Commissioners do not pledge themselves even to accept the lowest tender, and, in fact, rarely do so; but they look to the character and capabilities of the parties tendering, and especially to the amount for which the Commissioners know that the work can be duly performed, a wide experience having shown them, that in every case where the contract is taken at an inadequate amount, the result is unsatisfactory. There is moreover no power to compel the fulfilment of a tender until the contract has been duly executed, after which, it of course becomes equally binding on all the parties included in it.

In the present case, Hardy & M'Elroy's first tender was, as you are aware, 4,072*l.*, but this amount was so much below what the Commissioners knew the work

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work could he executed for, that they certainly would not have accepted it; subsequently, however, the parties amended their tender, stating as a reason that some errors and omissions existed in the first, which they withdrew, and then offered to execute the work for 4,950 *l.*, a sum certainly below the average cost of erecting houses of like size, and 150 *l.* below the lowest of the other tenders; hut still, as it appeared to the Commissioners' architect that it would be possible to do the work in a proper manner for this sum, and as the parties were locally resident and of good character, and had erected other buildings in the town and neighbourhood satisfactorily, the Commissioners considered that they were acting best for the interests of the Union hy accepting the amended tender, and a contract was entered into with Messrs. Hardy & M'Elroy accordingly.

This is the whole of the case as respects the contract for building the workhouse, and the Commissioners understood that it had been pretty fully stated in the architect's report on the tenders, a copy of which was forwarded to the Board of Guardians; but on reference it appears that the results only were stated, with the architect's recommendation that Messrs. Hardy & M'Elroy's amended tender should be accepted.

In conclusion, the Commissioners wish, through you, again to impress upon the Lowtherstown Board of Guardians the necessity of their forthwith taking steps for ohtaining the requisite loan from Government, in conformity with the Order, bearing date the 25th October 1841.

By Order of the Board.

(signed) *Arthur Moore*,
Chief Clerk.

No. 72.—LETTER from the Deputation of Guardians to the Commissioners.

(No. 10,850 D.)

Sir, Sackville-street Club House, 25 November 1841.

We beg to acknowledge the receipt of your communication of the 24th instant, which we will take the earliest opportunity of submitting to the consideration of the Board of Guardians of Lowtherstown Union,

And have, &c.

(signed) *Folliott Barton.*
James Lendrum.

No. 73.—EXTRACT from the Minutes of the Board of Guardians; 15 December 1841.

No. 11,471 D/41.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

The minutes of preceding meeting heing read,

A letter from F. W. Barton and James Lendrum, esqrs. to the Commissioners, dated 20th November, the Commissioners' letter of the 24th November, and Messrs. Barton and Lendrum's letter of the 25th Novemher, being all read by Mr. Barton,

Moved by F. W. Barton, esq. that the letters be read he inserted in the minute hook,

Passed unanimously.

Moved by F. W. Barton, esq. and seconded hy W. Graham, esq.

Resolved, that the Board of Guardians do accede to the suggestion of the Poor Law Commissioners of referring the difference as to the price of the site to arbitration.

Passed unanimously.

The question of arbitration heing put to Mr. D'Arcy by Mr. W. Graham, Mr. D'Arcy gave the following reply; viz.

"Not having had any communication from the Commissioners, with whom I had the dealings on the part of those I dealt for, I must, with every respect to the Guardians, refuse giving an answer to the suggestion through the Guardians."

Proposed

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Proposed by W. Archdall, esq. and seconded hy Christopher Graham.

Resolved, That the Board of Guardians having acceded to the suggestion of the Poor Law Commissioners concerning an arbitration regarding the price of the site of the workhouse; and tbe foregoing answer having been given by Mr. D'Arcy, they consider it would he premature to apply for any loan until the price of tbe site and huilding, and all questions regarding them, have been satisfactorily settled.

Passed unanimously.

The following question was proposed to be put to Mr. Otway, Assistant Commissioner, hy F. W. Barton, esq. and seconded by Christopher Graham; viz.

"Did you settle the price of the site and situation of this Union Workhouse before this Board of Guardians were formed?"

Mr. Otway's answer: "The Poor Law Commissioners did not settle the price" of the site and situation previous to the formation of the Board of Guardians.

Proposed by W. Archdall, esq. and seconded hy Colonel Barton, and passed unanimously.

That Mr. D'Arcy's reply to the foregoing be inserted in the minutes, whicb was as follows; viz.

Mr. D'Arcy reqnests to be permitted to state to the Board of Guardians, in consequence of a statement made in the Commissioners' letter to Messrs. Barton and Lendrum, that he denies that the Assistant Commissioner placed bimself entirely in his hands, and that Mr. D'Arcy had not any communication with the Commissioners about the purchase of the site since before he was appointed chairman of the Lowtherstown Board."

No. 74.—LETTER from the Commissioners to *William D'Arcy*, Esq.

(11,471 D/41.) Poor Law Commission Office, Dublin,
23 December 1841.

Sir,

THE Poor Law Commissioners having again had under consideration the circumstances connected with the arrangements for providing a workhouse for the Lowtherstown Union, together with the correspondence which has taken place on the subject, desire to call your attention thereto, especially in reference to the proceedings at the last meeting of tbe Board of Guardians.

The deputation which attended the Commissioners from the Bosrd of Guardians on the subject, having made a proposition relative to the amount of purchase money for the site, which amount is objected to by tbe Guardians, as being too high, the Commissioners suggested that the matter in question should be settled by a reference; and they now forward to you an extract from their letter addressed to the deputation, which will convey to you their views on this point.

No. 10,743 D, 24 Nov., par. 2, p. 47.

The Commissioners perceive from the minutes of the Guardians at their meeting of the 15th instant, that you then declined to accede to the above suggestion, as made tbrough the medium of the Board of Guardians; and the Commissioners now wish to draw your attention again to the subject, in the hope that you will accede to the course suggested.

Much delay and injury to tbe best interests of the Union have arisen from the objections entertained hy tbe Guardians to the price of the site; and the Commissioners trust that they may rely upon your co-operation in removing tbe objections now entertained on this head, which it is believed your acceding to the reference suggested hy the Commissioners, and accepted by the Guardians, would be the means of doing.

By Order of the Board.
(signed) *Arthur Moore*, Chief Clerk.

No. 75.—LETTER from *William D'Arcy*, Esq. to the Commissioners.

(11,805 D.)

Necarn Castle, 27 December 1841.

Sir,

I AM in receipt of your letter dated the 23d instant, with the extract enclosed, and in reply beg to say that I cannot comply with the suggestion you mention, and

Am, &c.
(signed) *William D'Arcy.*

A. Moore, Esq.
Poor Law Office.

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II. Minutes of Board of Guardians, &c.

No. 76.—LETTER from the Contractors' Solicitor, applying for Payment to them.

(288 D/42.)

Sir, Office, 36 Dame-street, 7 January 1842.

I HAVE received instructions to apply to you from Messrs. M'Elroy and Hardy, the contractors for building the Fermanagh Workhouse, relative to the sum now due to them in that respect amounting to near 3,000 *l.* The correctness of their proceedings have been already certified to the proper authorities, and it is a very great hardship on persons situated as they are, to have such a sum remaining due to them, and in fact, if not put at once in course of payment, my instructions are to take such steps as the law may require to enable them to obtain the amount of their just demand.

I am, &c.

George Nicholls, Esq. (signed) *John Murphy.*
Poor Law Office, Custom House.

No. 77.—LETTER to Contractors' Solicitor, in reply to the foregoing.

(No. 288 D/42.) Poor Law Commission Office, Dublin,

Sir, 10 January 1842.

THE Poor Law Commissioners acknowledge the receipt of your letter of the 7th instant relative to the amount due to Messrs. M'Elroy and Hardy under their contract for building a workhouse for the Lowtherstown Union; and desire to state that having entered into the contract in pursuance of the provisions of the Irish Poor Relief Act, and in behalf of the Board of Guardians of the Union, the Commissioners are making arrangements with them to raise the amount out of which the contractors' claims will be liquidated; until those arrangements are completed, the Commissioners have no fund at their disposal out of which payment can be made to Messrs. M'Elroy and Hardy.

By Order of the Board.

(signed) *Arthur Moore,*
Chief Clerk.

No. 78.—EXTRACT from the Minutes of the Board of Guardians; 12 January 1842.

(No. 446 D/42.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding meeting being read, the Board proceeded.

Proposed by Mr. Barton and seconded by Christopher Graham,

Resolved, That we consider the Commissioners and Wm. D'Arcy ought to explain the contradictions in their various letters and assertions, entered on the Minutes of the proceedings of the 15th ultimo, before the Board entertain the subject of the grant of the money for the building and site of the poorhouse.

There were nine votes for the resolution, and seven against it.

A letter from the building contractors, M'Elroy and Hardy, being sent and refused.

(Copy.)

Lowtherstown Union Board of Guardians.

Gentlemen,

We, the contractors for your workhouse, beg to call your attention to our case and situation at present; we have laid out in building at Lowtherstown, 3,000 *l.*, and are actually in the habit of renewing bills to the amount of 2,600 *l.*; the last bill we renewed for 400 *l.* cost us 9 *l.* 11 *s.* 8 *d.* discount, stamps, and commission, not including travelling expenses, which would bring up 10 *l.*; this repeated six or seven times in three months, would positively ruin us. The building is also suffering for want of cover, besides we have a very hard contract; we most sincerely request you would allow us money, as we endeavoured always to do our work well, and we hope you will have the goodness not to connect us with any difference of opinion

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opinion which may have arisen at any of your former meetings, with reference to our contract.

We are ready at any time we are called on to give a satisfactory explanation of our conduct, in taking it out with the Commissioners; we sincerely hope you will comply with the above request.

We have, &c.

(signed) *M'Elroy & Hardy.*

No. 79.—EXTRACT from the Minutes of the Board of Guardians; 9 February 1842.

(No. 1725 D/42.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding meeting being read, Mr. Otway strongly urged the Board of Guardians to the necessity of their signing the deed for the advances to the Exchequer Loan Commissioners, in order to prevent the injury that was taking place to the workhouse and the contractors; and stated to the Board that if they would sign the deed for the advance, he would give any guarantee they would require, that the Commissioners would not apply any sum to the payment of the site until the circumstances connected with the purchase of it should have been inquired into.

The Board refused to sign the deed for the advance of the full sum required.

No. 80.—LETTER from the Contractors to the Commissioners, renewing Application for Payment.

(1955 D.)

Gentlemen, Fintona, 14 February 1842.

WE beg to inform you that our Board of Guardians for Lowtherstown Union Workhouse have acted as formerly, absolutely refusing to give us any money. We hope you will have the goodness to let us know what you intend to do with us, as our situation at present involves both our credit and character, having in a few days nearly 1,000 *l.* bills to renew, and our friends are refusing to support us any longer, seeing the business so long protracted. We earnestly hope the Commissioners will exercise the powers vested in them immediately, as it is now full time we should commence to build, and the delay will be attended with very bad consequences both to us and the work, as the unslated work has suffered a great deal of injury from the severity of the winter already. We have been advised to memorial the Government, and state our grievances; but we are unwilling to do so without apprising you; and we will feel obliged to you for your advice, as something must be done. Please to give us an answer at your earliest convenience.

We remain, &c.

(signed) *M'Elroy & Hardy.*

No. 81.—Further LETTER from the Contractors to the Commissioners.

(2563 D/42.)

Fintona, 26 February 1842.

Sir,

As we did not keep any copy of the estimate, bond and contract, we entered into for the erection of the Fermanagh Workhouse, we shall feel much obliged by your directing us to be furnished with copies.

We are, &c.

(signed) *M'Elroy & Hardy.*

George Nicholls, Esq.
Poor Law Office.

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No. 82.—LETTER from the Commissioners to the Contractors, in reply to the foregoing Letter.

(No. 1955 D/42.)

Poor Law Commission Office, Dublin,
3 March 1842.

Gentlemen,

THE Poor Law Commissioners have had before them your letter of the 14th ult. relative to the payment of the instalments due to you on account of your contract for building the workhouse of the Lowtherstown Union; and in reference thereto the Commissioners desire to state that the next meeting of the Board of Guardians is to be held on the 9th instant, and the Commissioners having been in communication with them and with the Assistant Commissioner for the Union on the subject, they trust that the Guardians will interpose no further obstacle to the obtaining of the loan, from which the instalments are to be paid when it becomes available.

In accordance with the request contained in your letter of the 26th ult., the Commissioners transmit herewith copies of your contract, and the bonds of security connected therewith.

By Order of the Board.

(signed) *Arthur Moore*, Chief Clerk.

No. 83.—EXTRACT from the Minutes of the Board of Guardians; 9 March 1842.

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding meeting being read,

Mr. Otway brought before the Board the necessity of the Guardians making application for the advance to the Exchequer Loan Commissioners, in the same manner as he did at the last meeting. The application was refused by the Board.

Proposed by William Graham, and seconded by Guy Bleakley:

Resolved, That William Archdall and F. W. Barton, esqrs. be deputed to communicate, as they see best, with the Poor Law Commissioners, with a view to settle all matters in dispute relative to the price of the site of the poorhouse.

Passed unanimously.

Proposed by William Graham, and seconded by Mr. Barton:

Resolved, That the Poor Law Commissioners be requested to suspend the functions of the clerk of works, as at present but three tradesmen are employed.

There were nine votes for the resolution, and three against it.

No. 84.—LETTER from Messrs. *Archdall* and *Barton*, a Deputation from the Board of Guardians.

(No. 2979 D/42.)

Gentlemen,

Riversdale, Enniskillen, 9 March 1842.

WE having been deputed by Board of Lowtherstown Guardians to communicate with you relative to the dispute relating to the price of the site of the workhouse, request to know, if the Board agree to levy the sum of 6,202*l.* 1*s.* (being less than demanded by 397*l.* 19*s.*), would Commissioners guarantee that no further demands, directly or indirectly, will ever be made towards paying said sum, which Board considers is so much above value of site.

We have, &c.

(signed) *William Archdall*, Vice Chairman.
F. W. Barton, Deputy Vice Chairman.

No. 85.—MINUTE of Board in Dublin, on Attendance of Deputation, 14 March 1842.

MR. BARTON had an interview with the Board, as a deputation from the Board of Guardians of the Lowtherstown Union, on the subject of the workhouse site.

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No. 86.—MINUTE of Commissioners, on further Attendance of Deputation; 18 March 1842.

Mr. Barton had an interview with the Board, as a deputation from the Board of Guardians of the Lowtherstown Union, on the subject of the workhouse site, accompanied by Mr. Otway, Assistant Commissioner, and Mr. Vesey, one of the contractors' sureties.

No. 87.—LETTER from *F. W. Barton*, Esq. Deputy Vice-Chairman, deputed by Board of Guardians.

(No. 3803 D/42.)

Sir, Sackville-street Club, 29 March 1842.

Will you have the goodness to have sent to me copies of the letters that have passed between Mr. Collum, as agent for Mr. D'Arcy, and the Poor Law Commissioners, relative to the purchase of the site for the Lowtherstown Union; or, if such full information is not convenient, the numbers of letters and dates of each that have passed on each side will fully answer the purpose. An early answer will oblige, as I want the information to lay before the Board at their next meeting, on the 6th of April, and I leave town on the 4th.

Your, &c.

George Nicholls, Esq. (signed) *F. W. Barton.*

No. 88.—NOTE of Answer given by the Commissioners to Mr. *Barton.*

The Commissioners stated they could not give copies, but if he would call at the office he could see all the original papers, as well as the Attorney-general's opinion on the case of the Lowtherstown site.

Mr. Barton attended and referred to the papers accordingly.

No. 89.—EXTRACT from Minutes of Board of Guardians; 6 April 1842.

(No. 4262 D/42.)

First meeting of the Board of Guardians of the Poor of the Lowtherstown Union, for the year ending 25th March 1843, held in the Court House of Lowtherstown, pursuant to adjournment from Wednesday, the 9th ultimo.

Present:—C. G. Otway, esq. Assistant Poor Law Commissioner.

Mr. Otway brought before the Board the necessity of executing the deed of application to the Exchequer Loan Commissioners, for the advance of the sum required, in accordance with the orders of the Poor Law Commissioners, and explained to the new Board the circumstances of the difference of opinion existing amongst the old Board as to the price of the site.

Proposed by Mr. Barton, and seconded by Mr. Thomas Humphreys:

Resolved, That the Board refuse Mr. Otway's application for a grant of money until their previous objections are satisfied.

There were 19 votes for, and 3 against the resolution.

Proposed by Mr. Barton, and seconded by Mr. Lendrum:

The sum of 150*l.* having been demanded for purchasing up tenants' rights, we, having heard no such sum has been *bonâ fide* expended for such purpose, request the Commissioners will institute an inquiry whether or not such sum has been so applied.

Passed unanimously (except one vote).

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No. 90.—LETTER from the Contractors to the Commissioners, applying for Payment.

(No. 4299 D/42.)

To the Honourable the Poor Law Commissioners for *Ireland*.

Gentlemen, Fintona, 8 April 1842.

I BEG to call your attention to our situation at present; there was a bill for 203*l.* protested on the 6th of this month; we cannot hold out any longer. I request you would take steps to get us money; in case you do not exercise the authority vested in you by Government, we will be put to the necessity of applying elsewhere for redress, and I can assure you we cannot avoid doing so any longer; our expenses are immensely weighty at present, and if there is not something done, I do not know where it will end. I request your reply as soon as possible.

I have, &c.
(signed) *Joseph M'Elroy.*

No. 91.—LETTER from the Commissioners to the Contractors, in Reply to the foregoing.

Poor Law Commission Office, Dublin,
Sir, 9 April 1842.

THE Poor Law Commissioners acknowledge the receipt of your letter of yesterday's date, applying for payment of the amount due to you in respect of the Lowtherstown Union Workhouse, and desire to state that they are now considering what measures must be taken to procure the requisite funds.

By Order of the Board.

Mr. Joseph M'Elroy. (signed) *Arthur Moore*, Chief Clerk.

No. 92.—COMMUNICATION from the Secretary of State for the Home Department to the Commissioners; enclosing Letter from Mr. *Vesey*, one of the Contractors' Sureties.

Gentlemen, Whitehall, 5 April 1842.

I AM directed by Secretary Sir James Graham to transmit to you the enclosed copy of a letter from Mr. Samuel Vesey, complaining that the advances stipulated to be made under the contract for building a Union workhouse for the Union of Lowtherstown, county of Fermanagh, have been withheld, and to request that you will report thereon for Sir James Graham's information.

I am, &c.
(signed) *H. Manners Sutton.*

Enclosure in foregoing Letter.

Sir, Derrybard House, Fintona, 2 April 1842.

HAVING altogether failed in my endeavours to obtain redress from the Poor Law Commissioners, I am compelled to submit to your consideration the following circumstances:—In the early part of last year the Commissioners advertised for contracts to be sent in to them for building the workhouse for the Union of Lowtherstown, in the county of Fermanagh, and the proposals sent in by Messrs. Joseph M'Elroy and Alexander Hardy of Fintona, in the county of Tyrone, builders, for the sum of 4,950*l.* having been accepted, a contract pursuant to the Commissioners' forms was entered into, and executed on the 19th February 1841, between the Commissioners and Messrs. M'Elroy & Hardy, and the bonds required by the Commissioners as security for the performance of the contract were also entered into, in one of which I joined in the sum of 500*l.*

By the terms of the contract, advances were from time to time made by the Commissioners to the builders upon the certificate of the Commissioners' architect, to be from time to time obtained for that purpose.

Messrs.

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Messrs. M'Elroy & Hardy commenced the erection of the workhouse upon the site appointed by the Commissioners, and have brought the building very nearly to a state of completion; and there is now due to them for the work as performed a sum of 3,000 *l.*; as they have never been able to obtain one shilling in payment thereof from the Poor Law Commissioners, and for that sum they are, in fact, my debtors, as they obtained from me the means of carrying on the work, and for which I hold their securities.

The contractors some time since applied to the Commissioners for payment, and I have also repeatedly done the same, but without success, the Commissioners alleging as an excuse, that the Guardians of the Union had refused to execute the bond necessary to enable them to obtain the means for payment; and upon referring to the Guardians, they have stated their reasons for such refusal to arise from the site on which the workhouse is erected being decided on without previous communication with them, and that the price agreed to be given by the Commissioners for the purchase of the site, namely, 700 *l.* for three acres of indifferent land, was most extravagant, and was occasioned by reason of there not having been any public competition had for the site; and that a sum of 150*l.* was also claimed as the purchase of certain tenants' interests, which the Guardians had reason to believe was not in fact paid.

There does not appear the most remote chance of these differences being settled; and although the Commissioners have powers vested in them by the Poor Law Act to meet such a case as now exists, by the removal of the present Guardians and the appointment of others, they have declined so to do, although I have repeatedly pressed Mr. Nicholls (the Commissioner resident in Ireland) on the subject.

The contractors, it would appear, are without legal remedy in the premises, either against the Commissioners or the Guardians; for by the terms of their agreement, they cannot enforce payment from the Commissioners until they shall have previously obtained means for the purpose upon the bond to be executed by the Guardians, and there being no privity or agreement between the contractors or the Guardians, they cannot have any redress as against them, and they are thus exposed to the hardship of the money honestly due to them being withheld by reason of differences not in any manner attributable to, or created by them.

Under such circumstances, I trust you will consider the present application for your interference not to be unreasonable, and that you will be pleased to exercise your authority over the Commissioners, so as to enable justice to be done to the two individuals on whose behalf I address you.

I have, &c.

The Right hon. Sir James Graham, Bart. &c. &c. &c.

(signed) *Samuel Vesey.*

No. 93.—LETTER from the Board in *Dublin* to the Secretary of State for the Home Department.

(No. 4295 D/42.)

Poor Law Commission Office, Dublin, 2 May 1842.

Sir,

YOUR letter of the 5th ultimo, enclosing the copy of a letter from Mr. S. Vesey, complaining of the nonpayment of the instalments due to the contractors for building the Lowtherstown Union Workhouse, has been forwarded to me from the office in London; and I beg to state for Sir James Graham's information, that there is ground for Mr. Vesey's complaint, the instalments due under the terms of the contract not having been paid, owing to the Guardians having refused to raise the money required for that purpose.

We have continued to use our best endeavours to induce the Guardians to do what is needful in this matter, but hitherto without success; and we are now waiting to ascertain whether a better and more reasonable spirit will actuate the new Board recently elected, before having recourse to coercive measures, which on all accounts and on all occasions we are most anxious to avoid, if it be possible.

The grounds of objection to raising the money on the part of the Guardians is, that we have agreed to give too much for the land constituting the site of the workhouse, this land having been obtained from Mr. D'Arcy, the chairman of the Board of Guardians, and owner of the whole town and adjacent property. This question

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question has greatly increased the intensity of the feuds which previously existed in the district, and has led to Mr. D'Arcy's being displaced from the chair, a decided majority of the Guardians being opposed to him on it. With the view of removing all just cause for complaint on this score, we have recommended Mr. D'Arcy to submit the question of price to a reference. This he has hitherto refused to do, because he says it would give his enemies a triumph; but I still hope that he will consent to adopt what seems the only practicable mode of escaping from our present dilemma, without having recourse to coercive proceedings; which, however, must perforce be adopted if all else fails, in order to enable us to make the payments to which the contractor is legally and equitably entitled.

I have, &c.
(signed) *Geo. Nicholls.*

No. 94.—LETTER from Mr. *Otway*, Assistant Commissioner, to the Commissioners.

(5106 D/42.)

My dear Sir, 20 April 1842.

I FORWARD you a rough draft of a letter, such as I should propose to be sent to Mr. D'Arcy. Should such a letter be considered advisable to send him, I beg I may at once be informed of it. If Mr. D'Arcy agree to the proposal as contained in the draft of the letter I now send you, I think the Board of Guardians will also consent, at all events they ought, and if they refuse it will be placing themselves more clearly in the wrong, and justify the Commissioners in at once compelling them to raise the money and to obey the orders. I do not think it would be advisable to take any steps as to the inquiry sought by the Guardians as to the 150*l.* Mr. D'Arcy stated in his letter he had expended in getting up possession of the site from the occupiers, until after Mr. D'Arcy's answer is received, should the letter I propose be sent to him.

Yours, &c.
(signed) *C. G. Otway.*

George Nicholls, Esq.
Poor Law Commission.

No. 95.—LETTER from the Commissioners to *William D'Arcy*, Esq.

(5106 D.)

Poor Law Commission Office, Dublin,
27 April 1842.

Sir,

THE Poor Law Commissioners having had under their consideration the continued refusal of the Lowtherstown Board of Guardians to comply with the orders of the Commissioners to raise or borrow the sum of money directed for providing a workhouse for the Union, on the grounds of an excessive price having been charged for the site, I am directed by the Commissioners again to bring before your notice the injurious effects resulting to all the best interests of the Union from the objections thus entertained, and again to solicit your co-operation in removing the dissatisfaction existing on this head.

Your having refused to accede to the proposal suggested by the Commissioners in their letter to the Guardians of the 24th of November last, namely, for you and the Board of Guardians each to appoint an arbitrator, to settle the matter in question as to the value of the site; the Commissioners now propose that they should appoint one, and you another, indifferent person, to say what would in their judgments be a fair price, under all the circumstances, for the site; and if these parties could not agree, to let them name an umpire. This course, while it would prevent your having treaty with any party, except the Commissioners, ought at the same time to be satisfactory to the Board of Guardians, as being a just and honourable mode of determining the question which alone all parties are anxious to know, the fair value of the site.

The Commissioners in earnestly requesting of you to agree to this proposal, the only means now left of having an amicable and speedy adjustment made of all the matters in dispute, take the opportunity of expressing to you their regret that you should have (as they have been informed by their Assistant Commissioner, Mr Otway) taken umbrage at any of the expressions contained in their letter to the

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the Guardians of the 21st of November last, and to assure you that the observations therein contained were made mainly with the view of relieving you from the unpleasantness of having any demand of yours called in question, as well as of removing any misunderstanding that might exist amongst the Guardians.

By order of the Board,

(signed) *Arthur Moore*, Chief Clerk.

No. 96.—LETTER from *William D'Arcy*, Esq. to the Commissioners.

Sir, Necarn Castle, 3 May 1842.

I HAVE been obliged to delay answering your letter, that I might be enabled to give the Commissioners a decided answer, and although I cannot do so in this letter, I consider it better to acknowledge its receipt, and to say that in a few days I shall be able to communicate fully with them.

As to the portion of your letter, where you say that the Commissioners have been informed I have taken umbrage at their letter to the Board of Guardians of the 21st November last, I think I have very just cause to feel the very greatest annoyance when there is not the slightest foundation for what is therein stated concerning me, but the contrary, as it was the Commissioners that I may say forced me to give them a site of their own choosing, contrary to my wish and inclination, and for which I would not take a much larger sum if I was now making a bargain.

And am, &c.

(signed) *William D'Arcy.*

No. 97.—EXTRACT from the Minutes of the Board of Guardians; 4 May 1842.

(No. 5539 D/42.)

Present:—C. G. Otway, Esq. Assistant Poor Law Commissioner.

THE Minutes of the preceding meeting being read, Mr. Otway made the following statement to the Board:—The passing away of the season the most important for building, renders it absolutely necessary for the preservation of the portions of the workhouse that have been built, and to insure the continuance of the works, that steps should at once be taken by the Guardians to carry into effect the orders of the Commissioners, made in conformity with the provisions of the Irish Poor Relief Act, to borrow the money necessary to enable the Commissioners to pay the contractors the sums due them, and to enable the works to be proceeded with, otherwise great loss will occur to the contractors, that they have no right to be put to.

The building will be materially injured, and the arrangements necessary for carrying the Poor Relief Act into effect, retarded to an extent extremely injurious to all the best interests of the Union, which will be left without any provision for its destitute poor, while all the neighbouring Union workhouses will be in operation, thus not only debarring the destitute poor of the Union from the relief that they would be otherwise entitled to, but exposing the Union to the influx of strange poor, who might not be anxious to avail themselves of the workhouse relief in the surrounding Unions.

The Board of Guardians having (amongst other objections) made objections to the arrangements made for the obtaining a site; while I request the Board to obey the legal orders of the Commissioners of the 25th of October last, I promise to the Board in conformity with the Commissioners' letter of the 24th November, that the money for the site shall not be paid until the question of the site has been again considered and fully inquired into.

The architect of the Commissioners has this day inspected the works, and has stated to me that they are virtually stopped, and that the works are suffering from the partially finished state in which they are left.

The architect of the Commissioners was in attendance, and stated to the Board the

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II. Minutes of Board of Guardians, &c.

the injury that had resulted, and was still further likely to result from the delay in the execution of the works, and that the work was virtually stopped.

On the foregoing statement being made by Mr. Otway, the Board proceeded to vote, whether they would borrow the money in conformity with the Commissioners' order of the 25th October 1841, and as requested by Mr. Otway, or not.

The votes were as follows, viz.:

For Borrowing:—Richard Aikeo.

Against:—Charles Archdall, Henry M. Richardson, Andrew Crawford, Thomas Aiken, Guy Bleakley, Henry Aiken, John Humphreys, Thomas Humphreys, William Graham, George Hamilton, James Johnston, John Johnston, Thomas Armstrong, and James Johnston.

No. 98.—REPORT of Mr. *Otway*, Assistant Commissioner, to the Commissioners, enclosing Letter from him to Mr. D'Arcy, and his Reply.

(No. 6118 D/42.)

Gentlemen,

No. 97, p. 57. No. 78, p. 50. No. 79, p. 51. No. 89, p. 53. No. 75, p. 49. No. 96, p. 57.

I HAVE delayed returning the accompanying Minutes (No. 5534 D/42) noted, as well as Minutes (No. 446, 1725, 4262 D/42), and Mr. D'Arcy's letters, (No 11,805 D/41), and (No. 5444 D/42), in the hopes of Mr. D'Arcy's being induced to agree to an arbitration as to the price of the site, and of the new Board of Guardians which met on the 6th of April, seeing the necessity of conforming to the Commissioners' orders, and putting an end to all the evils that are resulting from the course taken by the first Board of Guardians.

In order to attain this object I wrote to Mr. D'Arcy, on the 2d of April, a letter, a copy of which I now forward, together with a copy of the answer I received from him.

On the 6th of April, I attended the first meeting of the Board of Guardians elected on the 25th of March last, and after stating all the circumstances connected with the case, I endeavoured to impress on them the necessity of complying with the Commissioners' orders, but unfortunately without success.

On the 20th of April I forwarded to your Board a draft of a letter which I proposed should be sent to Mr. D'Arcy, again requesting of him to agree to an arbitration, (*see* draft letter). A letter in accordance being sent to Mr. D'Arcy, his reply of the 3d instant, (No. 5444 D/42) was received, in which he does not give an answer to the proposal, but says that in a few days he will communicate fully with the Commissioners. Until this answer is received, I do not think it would be advisable to take any further steps connected with the case, as I cannot relinquish the belief that Mr. D'Arcy cannot refuse so fair a proposal as that made to him—a proposal which if agreed to by him, would be the means, I should hope, of causing the Guardians at once to execute the application for the loan.

I would especially direct the attention of the Commissioners to the Minutes of the 4th instant, and to the statement made both by the architect (Mr. Wilkinson) and myself to the Guardians, and I cannot but express my regret and surprise that the Guardians should persist in a course not only in opposition to the law, but one so clearly detrimental to the interest of the Union.

I have, &c.

(signed) *C. G. Otway*,

18 May 1842. Assistant Poor Law Commissioner.

Enclosures in foregoing Report.

1.—Mr. *Otway* to Mr. *D'Arcy*.

(6118 D/42. Encl.)

My dear Sir, 2 April 1842.

I TRUST you will excuse my again urging on you the request that I have already so often and so earnestly made, namely, that you would consent to an arbitration respecting the value of the Lowtherstown site; this is the only course left by which an amicable and satisfactory arrangement can be made. It was proposed by the Commissioners to the Guardians as the straightforward and honourable mode of arranging the dispute, and with the object of relieving you from the unpleasantness of having any demand of yours called in question.

This

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This I can most sincerely assure you was the view of the Commissioners, and in this view not only myself, but your own intimate friend, Mr. Porter, who was present when the Commissioners agreed to have the matter referred to arbritation, concurred.

Had the Board of Guardians refused to agree to the arbitration, the Commissioners would have at once concluded that they had no grounds of complaint against the price of the site, and would have taken immediate steps to compel the Guardians to obey their order, but when the reverse is the case, the opposite conclusion (however erroneous) will be drawn, and the power of the Commissioners to compel the Guardians to do what is right will be paralysed.

You know how earnestly I entreated of you, and how anxiously I remonstrated with you, to give the site on the most reasonable terms, and how, if I had been purchasing the land for myself, I could not have urged you more strongly. This you have borne testimony to before the Board of Guardians and others; but nevertheless, as long as the bargain is charged with being a bad one, and as long as a refereuce to a fair and sworn valuation is refused, I will be exposed to the charge of being the person by whose instrumentality that bargain was made—a bargain that it will be said could not bear the light of an impartial and sworn investigation by competent and disinterested persons.

Therefore, my dear Sir, for your own sake, for my sake, and above all, for the sake of the well-being of the Union, in which you are so deeply interested, I beg of you, I implore of you to agree to the arbitration, dismiss from your mind the secondary and petty consideration that your doing so would give a triumph to those of the Guardians opposed to you.

It could, believe me, do no such thing. Set your own good feelings free, and cast off the cautious opinions of advisers, who, in urging you still to demand your "pound of flesh," show that their eye is on your pocket rather than on what becomes your high position. What need I say more? Yes, I need say this, that I see one other course, besides agreeing to the arbitration, by which you can harmonise all the elements of discord, and that is, for you to agree to take the 300*l.* the Guardians have stated to be the value of the site, together with the sum expended in getting up the ground from the occupying tenants; this would settle all; this would come as a free gift, a generous offer on your part, on the first meeting of the new Board.

Would you place 200*l.* or 300*l.* in comparison of the good, the self-evident good of the Union, in which you have so large a property, in which you are so deeply interested, and the centre of which is your own town.

If I have written and urged strongly, excuse me, for I feel strongly all the evils to the Union, I might add to the country, that may be avoided by your adopting the course I have pointed out,—a course I would not hesitate to take myself under similar circumstances.

I am, &c.

(signed) *C. G. Otway.*

2.—Mr. *D'Arcy* to Mr. *Otway.*

(6118 D/42. Encl.)

Necarn Castle, 4 April 1842.

My dear Sir,

Before I received your letter yesterday I had intended to have gone to Enniskillen this day, partly to have seen you, but I have now sent in my son, as he can do the other business he had for me.

It would take me a long time to answer fully all the things contained in your letter, and would detain Henry too long, but I must say, to my mind, all the arguments you use to induce me to agree to your views seem to me the very strongest arguments to prevent me.

Yours, &c.

(signed) *Wm. D'Arcy.*

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II. Minutes of Board of Guardians, &c.

No. 99.—LETTER from the Contractors to the Commissioners, renewing Application for Payment.

(No. 5533 D/42.)

To the Honourable the Poor Law Commissioners.

Gentlemen, Fintona, 5 May 1842.

We have just returned from attending a meeting of the Guardians in Lowtherstown, and there appears no hope of their ever granting the money. If the Government has placed you in a situation with power to make contracts for public works, we think it very strange you would look on to see us robbed with impunity. Our actual expenses at the present moment, moderately estimated, exceed 30*l.* per week from a variety of reasons, *i. e.* our quarry in wet weather costs us at least 10*l.* per week to pump the water out, besides it could not be worked in winter at any expense.

There is also interest and renewal of bills, with sundry other expenses which we are unavoidably obliged to maintain, all of which we can particularise. The actual amount of our loss at present from want of money since the commencement, and the suspension of building since October last, exceeds 500*l.*

Those Guardians whom you have so humanely spared, think no hardship to malign your character as well as ours, stating that we are in collusion endeavouring to rob the Union; we beg to urge the necessity of bringing the matter to a speedy conclusion.

We have, &c.

(signed) *M'Elroy & Hardy.*

No. 100.—Further LETTER from the Contractors to the Commissioners.

(No. 5844 D/42.)

To the Honourable the Poor Law Commissioners.

Gentlemen, Fintona, 11 May 1842.

We have written to you on the 5th instant, stating the result of the last meeting of Guardians at Lowtherstown, and also our situation with respect to money, not being able to embrace the advantage of fine weather; we have not heard from you since; we wish to God you would let us know what you intend to do with us.

We remain, &c.

(signed) *M'Elroy & Hardy.*

No. 101.—LETTER to the Contractors in reply to the foregoing.

(Nos. 5533 D/42 & 5844 D/42.)

Poor Law Commission Office, Dublin,

Sirs, 26 May 1842.

With reference to your letters of the 5th and 11th instant, relative to the payment of the instalments due to you under your contract for building the workhouse of the Lowtherstown Union, the Poor Law Commissioners desire to express their regret that the Guardians have not yet taken the steps which they are by law required to take, for enabling the Commissioners to obtain the funds from which the expenses for providing the workhouse are to be paid.

The Commissioners are using every endeavour to attain this object; and they expect in a few days to be able to determine upon the precise course which it may be necessary to pursue. They are most anxious to relieve you from the inconvenience arising from the existing state of things, and to have the works carried on without further interruption, and will use all means in their power for the purpose.

By order of the Board.

(signed) *Arthur Moore,*
Chief Clerk.

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No. 102.—LETTER from *William D'Arcy*, Esq. to the Commissioners.

(No. 6120 D/42.)

Sir, Necarn Castle, 19 May 1842.

As I promised in my last letter to give an answer to the Commissioners' letter of the 27th ultimo, I beg to say, with every wish to do anything in my power for the benefit of the Lowtherstown Union, in which I am so deeply interested;

I am advised by my friends, in which I agree, that I should not comply with the Commissioners' proposal, under the circumstances that the letter to the Board of Guardians, alluded to in my last, still remains unretracted, and which, as I stated before, has misrepresented me.

Under those circumstances, I must refer the Commissioners for any answer to their application to Mr. Collum, who will act fully and fairly in any communications with them.

And am, &c.
William D'Arcy.

A. Moore, Esq.,
Poor Law Commission Office.

No. 103.—MINUTE of Board in *Dublin*, 21 May 1842.

Mr. Otway and Mr. Collum atteoded the Board, in reference to the Lowtherstown site. Mr. Collum is solicitor and agent for Mr. D'Arcy, and stated on his behalf, that if the Commissioners would pay the purchase-money to Mr. D'Arcy instead of into court, as advised by the Attorney-general, Mr. D'Arcy would accede to the Commissioners' last proposal, for a reference as to the price to he paid for the site. Mr. Collum was informed that the case should be again looked ioto, and that be should he informed of the Commissioners' decision.

No. 104.—Communication from Mr. *Otway*, Assistant Commissioner, to the Commissioners.

(No. 6378 D/42.)

Mr. D'Arcy refuses to comply with the Commissioners' proposal, on grounds that have been already explained, and have no conuexion with the merits of the just and simple proposal made to him; hut Mr. D'Arcy refers to his law agent, in the last clause of his note, as if not willing to appear to break off tbe negociation completely.

The Board having had an interview with Mr. Collum on Saturday on the subject, and on his having stated tbat he thought one of the conditions of the agreement of Mr. D'Arcy to the arbitration proposed should he the payment of the purchase-money to Mr. D'Arcy, and not into court, and the Board having directed an inquiry to be made this morning as to the state of the case, as submitted to and answered by counsel, and finding that the Attorney-general distinctly advised that the purchase-money should be paid into court, I have just waited on Mr. Collum to state, in accordance with the directions of the Board, that if tbe payment of the purchase-money to Mr. D'Arcy was to be an essential condition of his agreeing to the arbitration proposed, that the Commissioners could not entertain it, nor under any circumstances allow of the mooey being lodged, except as directed by the Attorney-general. I was unable to obtain a distinct answer from Mr. Collum, but he expresses a wish to see the case submitted to, and the opinion of the Attorney-general, and I recommend that I may he allowed to furnish him with a copy.

On the whole I regret to find that the proposal of the Commissioners has not been met in the manner I expected by Mr. D'Arcy; and I do not see, from the interviews with Mr. Collum, much probability that the arbitration will be agreed to, except under conditions that the Commissioners could not acquiesce in.

The Commissioners having now tried every means to briog this very unpleasant case to an amicable conclusion, unfortunately without success, justice to the interest of the Union, and the vindication of the law which they are entrusted to carry out, demands that the powers of the Commissioners should be put in force to compel the Board of Guardians to obey their orders.

(signed) *C. G. O.*

23 May 1842.

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II. Minutes of Board of Guardians, &c.

No. 105.—COMMUNICATION from the Crown Solicitor to the Commissioners, relating to the Payment of the Purchase-money, enclosing further Case, with the Opinion of the Attorney-general thereon.

(6453 D/42.)

Sir, 15, Fitzwilliam-street, 25 May 1842.

I HEREWITH send you a copy of the further case on the subject of the purchase-money directed to be submitted to the Attorney-general; also a copy of his opinion thereon, and request you will have it delivered to the Poor Law Commissioners.

I remain, &c.

Arthur Moore, Esq. (signed) *Edward Tierney.*

Enclosure in foregoing Letter.

LOWTHERSTOWN UNION WORKHOUSE.

(No. 6453 D/42.)

William D'Arcy, Esq. to the Poor Law Commissioners. } Further Case on Behalf of the Poor Law Commissioners.

HEREWITH is laid before the Attorney-general a case which was submitted to him on behalf of the Poor Law Commissioners for his advice, whether an indemnity should be given to the Commissioners against the judgment-debts with which Mr. D'Arcy's estates were encumbered.

(*See* said case and opinion read. *F. B.*)

The Attorney-general having given an opinion that the lodgment of the purchase-money in Bank would exonerate the land purchased for the site of the workhouse from all claim of judgment and other creditors of the tenant for life (which Mr. D'Arcy appears to be), the Commissioners determined to act upon that opinion and to lodge the purchase-money in Bank, and such their intention was intimated to Mr. D'Arcy's solicitor, who thereupon wrote a letter to Mr. Tierney, and therein says, "My clients will not consent to their purchase-money being locked up in the Bank of Ireland. Do you require anything beyond being satisfied that the incumbrances set out in the settlement of 1788 have been satisfied? Everything that is fair and reasonable my clients will do, but I trust that this small portion of ground the Poor Law Commissioners will not seek for anything very unreasonable."

Mr. D'Arcy's solicitor also states that Mr. D'Arcy is seised in fee of estates to which he is not tenant for life, to the amount in value of upwards of 100,000 *l.*, and upon the credit of which the moneys were lent, and are the primary security, and that, therefore (as he alleges), no possible risk could be incurred by the Commissioners paying over the purchase-money to Mr. D'Arcy.

The Attorney-general is requested to consider and advise, whether the fact above stated removes the objection to the payment of the purchase-money to Mr. D'Arcy; and whether his being possessed of other estates, of which he is seised in fee to the amount stated, is a circumstance which makes it unnecessary for the Commissioners to lodge the purchase-money in Bank, and affords them perfect safety in paying it to Mr. D'Arcy.

OPINION.

The powers of the Commissioners enable them to acquire a title free from all incumbrances, and it is plain that it was intended they should in every case do so by the exercise of these powers, if their exercise for this purpose should be necessary; they have no right to accept an indemnity, nor can they trust to the assurance that the debts which affect the land they are buying, are well secured on other estates; indeed, if they could do this at all, it must be after an investigation of the title to those other estates, searches for incumbrances, and a comparison of their value with the amount of the incumbrances affecting them; I am for these reasons of opinion, that in order to acquire an unencumbered title they must lodge the money in court. I would willingly in this case advise, if I could, a different course; but in advising a body acting under rules that they are bound to observe, I am bound to see that they acquire such a title as the Act contemplates.

(signed) *F. Blackburne.*

25 May 1842.

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No. 106.—LETTER from the Commissioners to the Vendor's Solicitors, transmitting foregoing Case and Opinion.

(No. 6453 D/42.)

Poor Law Commission Office, Dublin,
25 May 1842.

Sir,

I AM directed by the Poor Law Commissioners to transmit to you a further case submitted to the Attorney-general relative to the payment of the purchase-money for the Lowtherstown Workhouse, with his opinion thereon; and I am to request that you will return it to the Commissioners after perusal.

I have, &c.

To John Collum, Esq.
22, Talbot-street.

(signed) *Arthur Moore*,
Chief Clerk.

No. 107.—COMMUNICATIONS from the Commissioners to the Board of Guardians.

1.—LETTER to the Chairman.

(No. 161 M/42.)

Poor Law Commission Office,
26 May 1842.

Sir,

THE Poor Law Commissioners consider it necessary to address you in your capacity of Chairman of the Lowtherstown Board of Guardians in reference to the loan to be obtained for providing the workhouse of that Union, and the application for which has been so long delayed, to the serious injury of the interests of the Union itself, as well as of the contractors for the building.

It is not necessary to recapitulate all the steps which the Commissioners have taken, in order to induce the Guardians to make the requisite application for the loan, which the Guardians have hitherto declined to do on the ground that the price agreed to be paid for the site is excessive; to obviate this objection, the Commissioners proposed on the 24th November 1841, that the question of price should be referred to the arbitration of two impartial persons, one to be named by the Guardians, and the other by the vendor, Mr. D'Arcy; but to this proposition Mr. D'Arcy, on the 27th December 1841, refused his assent.

The Commissioners having subsequently been led to believe that Mr. D'Arcy's objection to a reference arose chiefly, if not altogether, out of his dislike that the Guardians should have anything to do with it, or have any part in appointing an arbitration, wrote to him again on the 27th April last, proposing that he should nominate one arbitrator, and the Commissioners the other; and that if the two could not agree as to the fair value of the land, they should be empowered to call in an umpire; this proposition Mr. D'Arcy also declined, in a letter received from him on the 19th instant, at the same time, however, referring the Commissioners to his agent and solicitor, Mr. Collum, who, he stated, was empowered to act for him.

The Commissioners accordingly saw Mr. Collum, who repeated that which Mr. D'Arcy had often previously stated, namely, that the price fixed is not excessive, looking to the expense of making out the title, and other circumstances, and that if the purchase were still to be made, he would require a larger sum for the land, more especially if the purchase-money was to be paid into court, and not to the vendor. Mr. Collum further stated, that if the Commissioners would pay the purchase-money to Mr. D'Arcy, as he originally supposed that they would do, he would then agree to the reference as last proposed. To this, however, the Commissioners are precluded from acceding, by the opinion of the Attorney-general, which expressly directs the money to be paid into court.

Such is the state of the question as between the Commissioners and Mr. D'Arcy at this time, whilst as respects the Board of Guardians they are acting in direct disobedience of an order issued with all legal formalities, and which they are legally bound to obey; and as respects the contractor for the building, he is kept out of moneys long since legally due to him; his works are suspended and suffering injury; the Union is sustaining a serious loss; the relief of the destitute poor is prevented, and the administration of the law intended for their benefit, and for the benefit of the whole community, is impeded.

It

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H. Minutes of Board of Guardians, &c.

It is impossible that this state of things can he allowed to continue; it must be obvious to every one that the Commissioners are hound to call into operatioo the powers with which they have heen invested hy the Legislature for the purpose of putting an end to evils of such serious magnitudc, and for the toleration of which so long, they have no other reason to assign than that arising out of an earnest desire to avoid all coercive proceedings, and to allay the feelings of hostility and irritation which have unhappily prevailed on this question.

There are two modes of enforcing an ohedience of their order, open to the Commissioners in the present instance. They may dissolve the Board of Guardians and appoint paid officers to conduct the business of the Union, under the provisions of the 26th section of the Irish Poor Relief Act, or they may proceed hy mandamus in the Court of Queen's Bench. After much consideration they have determined to adopt the latter course, as being the least open to exception, and they now desire to inform you, Sir, and through you, the Board of Guardians of the Lowtherstown Union, that they intend forthwith to apply to the Court of Queen's Bench for a maodamus against the Guardians individually and collectively, on account of their continued resistance to the Commissioners' order, hearing date the 25th of Octoher 1841, and requiring them to horrow the sum of 6,600*l.* for the purposes therein specified.

The Guardians may still avert the necessity for such a proceeding hy a prompt compliance with the order, and they are again entreated to do so, and thus to save the Commissioners from the pain and regret which they cannot but feel, if compelled to take adverse proceedings against a Board of Guardians, whom it is their wish to assist in every way, and with whom they earnestly desire to cultivate the most amicahle relations.

If, as the Commissioners still hope, the Guardians will now comply with the order, and therehy enahle the Commissioners to complete the huilding of the workhouse, they have no hesitation in promising that they will not pay for the site until after an inquiry has heen instituted, in reference to the sum which has heen paid to the occupying tenants for giving up possession of the land.

The Commissioners request that you will give the necessary directions for summoning the Guardians specially for your next day of meeting, on the 1st proximo, and that you will then endeavour to lead them to o temperate re-consideration of the question in all its heariugs; and they also request that you will cause a copy of the resolutions which may he adopted thereon to he immediately forwarded to this office for the Commissioners' information and guidance.

By Order of the Board.

(signed) *Arthur Moore*, Chief Clerk.

2.—Letter to the Clerk, accompanying foregoing Letter.

(No. 162 M/42.)

Poor Law Commission Office, Duhlin,
26 May 1842.

Sir,

I am directed hy the Poor Law Commissioners to enclose herewith a letter addressed to the Chairman of the Board of Guardians of the Lowtherstown Union, relative to the application to he made hy the Board of Guardians for the loan required for huilding the workhouse, in pursuance of the Commissioners' order of the 25th Octoher 1841; and I am to request that you will cause the letter to be forthwith delivered to him, and also give notice to every memher of the Board of Guardians, in order that the subject may be hrought hefore them at their next meeting, with a view to their signing the application.

I am, &c.

(signed) *Arthur Moore*,
Chief Clerk.

To the Clerk to the Guardians of the
Lowtherstown Union.

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III.

ORDERS Issued by the Poor Law Commissioners.

No. 108.—Order to Raise or Borrow Money for purchasing Land, Building, Fitting, and Furnishing Workhouse, dated 22 June 1841.

To the Guardians of the Poor of the *Lowtherstown* Union, and to all Others whom it may concern.

Whereas it appears expedient to us, the Poor Law Commissioners, for the due execution of the provisions of an Act passed in the Session of Parliament held in the 1st and 2d years of the reign of Her present Majesty Queen Victoria, intituled, "An Act for the more Effectual Relief of the Destitute Poor in Ireland," that a workhouse should be built within the Union of Lowtherstown, for the reception, employment, classification, and relief of destitute poor persons therein.

And whereas we have determined to build such workhouse, and have contracted and agreed for the purchase of certain land and premises, and in the execution of the said determination have testified our approval of certain plans of a workhouse, by affixing our seal thereto, such workhouse being designed for the reception and proper accommodation of 600 destitute poor persons, men, women, and children, properly classified.

And whereas it appears to us expedient, that such part only of the said plans should, in the first instance, be executed, as may be requisite for the reception and classification of 400 destitute poor; and that the completion of the said workhouse should be deferred, until it shall appear to us necessary to complete the same.

And whereas it has been represented to us, that the cost of obtaining immediate possession of the said land, and of erecting, according to the plans aforesaid, such portion of the said workhouse as we have determined, in the first instance, to complete, and of the fitting and furnishing the same, and of providing utensils, instruments, and machinery, for setting the poor to work therein, together with the sum required for the purchase of the said land, will amount to the sum of 6,600*l.* sterling, or thereabouts.

Now know ye, that we, the Poor Law Commissioners, do, in pursuance of the powers given to us by the said Act, and for the purpose of enabling us to enter into immediate possession of, to complete the purchase of, and to pay for the said land, and to defray the expense of building such part of the said workhouse as is, in the first instance, intended to be built, and for the other hereinbefore recited purposes, order and direct the Guardians of the said Union to assess, raise, and levy the said sum of 6,600*l.* sterling, as a poor rate on the rateable hereditaments in or arising within the said Union, or to borrow the said sum according to the provisions of the said Act, and to charge the same, together with all interest that may accrue thereon, on the future poor rate of the said Union; and we do hereby authorise the said Guardians to borrow the said sum, and charge the said rate accordingly.

And we further order and direct the said Guardians, out of the poor rate, and at the common charge of the several electoral divisions of the said Union, at all times to uphold and maintain the said workhouse in good and substantial repair.

Given under the hands and seal of us, the Poor Law Commissioners, this 22d day of June, in the year of our Lord 1841.

(signed) *J. G. S. Lefevre.*
G. C. Lewis.

(signed) *Geo. Nicholls.*

Forward by Post, 25th June 1841.

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III. Orders issued by the Commissioners.

No. 109.—FURTHER ORDER to borrow Money, dated 25 October 1841.

To the Guardians of the Poor of the *Lowtherstown* Union, and to all Others whom it may concern.

WHEREAS it appeared expedient to us, the Poor Law Commissioners, for the due execution of the provisions of an Act passed in the Session of Parliament held in the 1st and 2d years of the reign of Her present Majesty Queen Victoria, intituled, "An Act for the more effectual Relief of the Destitute Poor in Ireland," that a workhouse should he built within the Union of Lowtherstown, for the reception, employment, classification, and relief of destitute poor persons therein.

And whereas we did determine to huild such workhouse, and in the execution of the said determination did testify our approval of certain plans of a workhouse, hy affixing our seal thereto, such workhouse being designed for the receptioo and proper accommodation of 600 destitute poor persons, men, women, and children, properly classified.

And whereas it appeared to us expedient, that such part only of the said plans should, in the first instaoce, he executed, as might be requisite for the reception and classification of 400 destitute poor persons; and that the completion of the said workhouse should he deferred, until it should appear to us necessary to complete the same.

And whereas it was represented to us, that the cost of ohtaining immediate possession of the land required for the site of the said workhouse, and of erecting, accordiog to the plans aforesaid, such portion of the said workhouse as we did determine in the first instance to complete, and of the fitting and furnishiog the same, and of providing utensils, instruments, and machinery, for setting the poor to work therein, together with the sum required for the purchase of the said land, would amount to the sum of 6,600 *l.* sterling, or thereabouts.

And whereas, by an order given under our hands and seal, hearing date the 22d day of June 1841, we did, in execution of the powers given to us hy the said Act, and for the purpose of enahling us to enter into immediate possession of, to complete the purchase of, and to pay for the said land, and to defray the expense of huilding such part of the said workhouse as was in the first instance intended to he huilt, and for the other purposes hereinhefore and in the said order recited, order and direct the Guardians of the said Union to assess, raise, and levy the snm of 6,600 *l.* sterling as a poor rate on the rateable hereditaments in or arising within the said Union, or to borrow the said sum according to the provisions of the said Act, and to charge the same, together with all interest that might accrue thereon, on the future poor rate of the said Union; and we did therehy authorise the said Guardians to borrow the said sum, and charge the said rate accordingly.

And whereas the said sum of 6,600 *l.* has not heen assessed, raised, and levied, or horrowed, in pursuance of our said recited order of the 22d day of June 1841.

Now know ye, that we, the Poor Law Commissioners, acting by and through George Cornewall Lewis, Esq. one of our number, and to whom we have delegated the powers of the Board for this and other purposes, do, in execution of the powers given to us hy the said Act, rescind so much of the said order of the 22d day of June 1841, as relates to the assessing, raising, and levying of the said sum of 6,600 *l.* sterling as a poor rate on the rateahle hereditaments in or arising within the said Union, and for the purposes hereinbefore recited, and in the said order expressed, we do hereby order, direct, and declare, that the Board of Guardians of the said Union shall, within 21 days from the day of the date hereof, horrow the said sum of 6,600 *l.*, according to the provisions of the said Act, and charge the same, together with all interest that may accrue thereon, on the future poor rate of the said Union; and we do herehy authorise the said Guardians to horrow the said sum, and charge the said rate accordingly.—Given this 25th day of October, in the year of our Lord 1841.

(signed) *G. C. Lewis,*

Acting hy delegation of the Poor Law Commissioners, and hy consent of one of Her Majesty's principal Secretaries of State, in pursuance of an Act passed in the Session of Parliament held in the 1st and 2d years of the reign of Her Majesty Queen Victoria, intituled, "An Act for the more effectual Relief of the Destitute Poor in Ireland."

Forward by Post, 27th October 1841.

(signed) *Geo. Nicholls.*

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II.

A COPY of all CORRESPONDENCE which has passed between Her Majesty's late Governmeot and tbe Poor Law Commissioners for *Ireland*, relative to the Formation of tbe Unions of *Lowtherstown*, *Enniskillen*, and *Lisnaskea*, in the county of *Fermanagh*.

No. 1.—LETTER from Lord *Morpeth* to *George Nicholls*, Esq. Poor Law Commissioner, acting in *Ireland*.

(No. 621 D/40.)

My dear Nicholls, 5 February 1840.

THE enclosed is sent to John Parker by Mr. Heywood, a wealthy Yorkshire constituent of mine, and very good sort of man.

Ever yours,
(signed) *Morpeth.*

The Irish Poor Law was uoassailed in tbe late debate.

Enclosure No. 1. in foregoing Letter.

(No. 761 D/40.)

Dear Parker,

I SHOULD feel much obliged if you would mention the subject of the enclosed memorial to Lord Morpeth. There is no doubt that my town is the most eligible spot for a poor-house, but I fear the surrounding Orangemen may outjob me. Hoping this may find you still in Her Majesty's service,

I remain yours very truly,
(signed) *Peter Heywood.*

Lonforda Hall, Oswestry,
27 January 1840.

Enclosure No. 2.

My dear Sir,

THE inhabitants of Maguire's Bridge again trouble you with the accompanying memorial relative to tbe getting tbe poor-house bere; it is a matter of the greatest importance to you and them, and if you cannot succeed among your friends in power in England, we have little hopes of succeeding in our eodeavours here. I therefore think you should use all your influence with your frieods to accomplish so desirable an object. I wrote to Mr. Ellis, but he has declined to interfere in the matter. I purpose going to Cavan oext week to apply to tbe Commissioner.

I am, dear Sir, yours very truly.
(signed) *R. Graham.*

Drumgoor, 24 January 1840.

Enclosure No. 3.

(761 D/40.) To *Peter Heywood*, Esquire.

The Petition of the undersigned Inhabitants of *Maguire's Bridge*,

Showeth,

THAT petitioners feel great reluctance in obtruding upoo you at this time, but trust tbe very important object io view will plead their excuse. That Robert Graham, esquire, has with his usual kindoess entered warmly into the feelings of petitioners, and has this day at a public meeting communicated to us the nature of your letter to him in reply to our former memorial, and also tbe reply of Mr. Ellis to his (Mr. G.'s) solicitation, and Mr. G. has proposed waiting upon Mr. Otway, the

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II. Correspondence.

the Poor Law Commissioner at Cavan, or go any distance for the attainment of this great object.

That our decided conviction on this subject has been from the first, that unless through your influence and exertion in England, any chance Maguire's Bridge might have for an Union, with all its local advantages, would be very small, aware that all the wealth and influence of the country would be arrayed against us. That Sir Arthur Brooke, John Crichton, and Rev. Mr. Porter, are all gentlemen of very extensive landed property, with powerful interest, not only in this country, but with the Irish Government. That the inhabitants of their respective villages look to their landlords for the attainment of this and every other object calculated to promote their mutual interests. We have no friend of any consequence save Mr. Graham, and therefore naturally look up to you, trusting that a matter so important in itself, and which never after can be obtained, will have from you the consideration it deserves.

That Maguire's Bridge, from its very central position, (being distant from Enniskillen 7½, from Clones 11, and from Clogher 12 Irish miles, in each of which there will be a poor-house), its population, its annual fairs, and weekly market, its fine river, and very healthful situation, with every necessary local advantage, possesses superior claims to any of the rival villages for an Union of the Poor Law. That Brook Borough is situate within three miles of the verge of Tyrone; Lisnaskea within one mile of Clones Union, and Lisbellow is distant from Enniskillen town only four miles; while Maguire's Bridge is more convenient, and has a better facility of communication with the barony of Knocknine (across Lough Erne) through Innishmoar island than any of those villages.

Petitioners would again humbly implore you to use all your influence to procure for your village this most important and lasting advantage, and petitioners will ever pray.

(signed) *J. Graham.* *William Forster.*
Gerrard Dunbar. *John Forster.*
Richard Ryan. *Wm. Forster, Jun.*
John Potts. *Hugh Lunny.*
William Ryan. *Richard Atwill.*
James Johnston. *James Palmer.*

Maguire's Bridge, 24 January 1840.

No. 2.—Observations on the foregoing Papers, by *C. G. Otway*, Esq. Assistant Poor Law Commissioner.

(No. 761 D/40.)

The village of Maguire's Bridge is too contiguous to Enniskillen to render it eligible as the centre of a separate Union.

The village of Maguire's Bridge is neither a quarter session, petty session, or considerable market town.

The village of Maguire's Bridge is not the most central town in the portion of country; that cannot be advantageously included in the Enniskillen Union, which it is proposed to form into a separate Union.

There is no communication whatever between the barony of Knockninny, across Lough Erne, through the island of Innismore and the village of Maguire's Bridge. An individual going from Maguire's Bridge to Knockninny barony through Innismore, would go a round of five miles, and be obliged to hire a cot. The direct way and across the regular ferry from Maguire's Bridge to Knockninny is through the town of Lisnaskea, which is three miles nearer the ferry.

(signed) *C. G. Otway.*
Assistant Poor Law Commissioner.

15 February 1840.

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No. 3.—LETTER from *Norman H. Macdonald*, Esq. Under Secretary for *Ireland*, to the Poor Law Commissioners, with an Enclosure.

(No. 4799 D/40.)

Dublin Castle, 28 August 1840.

Gentlemen,

I TRANSMIT herewith a memorial which has been received from several of the inhabitants of that part of the barony of Tullyhow, in the county of Cavan, about to be included in the Enniskillen Poor Law Union.

I am, Gentlemen,

Your most obedient humble servant,

(signed) *N. H. Macdonald.*

Poor Law Commissioners,
Custom House.

Enclosure in the foregoing Letter.

(No. 4799 D/40.)

To his Excellency Viscount *Ebrington*, Lord Lieutenant and General Governor of *Ireland*.

THE memorial of the undersigned inhabitants of that part of the barony of Tullyhaw, in the county of Cavan, now about to be established and included in the Enniskillen Poor Law Union,

Humbly showeth, that they lie at the distance of 20 Irish miles east of the Manorhamilton Union, 20 Irish miles north of Mohill Union, and 20 Irish miles north-west of the Cavan Union, and that the extent of the county Cavan part of the Union now in progress of being added to Enniskillen Union is a distance of 22 Irish miles, and 24 Irish miles from the Lisnaskea Union, and a large sheet of water to get over, going to or coming from the town of Lisnaskea, where said poor-house is about to be established, difficult of passage in most seasons of the year.

Memorialists would long since have addressed your Excellency on this their grievance, but were led to believe from the promises held forth by Commissioner Otway to Robert Burrowse, esq. and other landed proprietors, that a poor-house would be established in the neighbourhood of the town of Swanlinbar, which was to consist of the parishes of Tom Regan, Kinnawley, Templeport, Killina, and that part of the parish of Drumreily not then included in the Mohill Union, all of the county of Cavan; also Kellesher, in the county of Fermanagh; and since said Commissioner has established said Cavan Union, he has added to it the said parish of Tom Regan, and that part of the parish of Drumreily in the county of Cavan to the Enniskillen Union, to the great disappointment of the landed proprietors, one of which offered land to build a poor-house on rent free.

Memorialists therefore showeth, that the removal of paupers to the said town of Swanlinbar, should your Excellency deem it right to have a poor-house established there for the before-mentioned parishes, would be expeditious, and create a less expense on the landholders than either of the proposed poor-houses of Enniskillen, Cavan, Lisnaskea, Manorhamilton, or Mohill, and therefore humbly pray your Excellency to institute immediate inquiry.

(signed) *Alexander Hassard*, J. P.

I conceive the adding of that part of the barony of Tullyhaw to Enniskillen Union above alluded to, forms a very just cause for inquiry, and that memorialists have cause to complain.

(signed)

William Grattan, Curate of Renawly.
J. S. M. M'Auley, R. C. C. Rinawley.
John Thompson.
Nathaniel M'Guiness.
John Finlay, J. P.
Geo. Finlay, J. P.
Fran. Finlay, Solicitor.
Alexander Maguire, J. P.
John Brady, P. P. Rinawley.
Thomas Nugent.
Alex. Finlay, M. D.
Andrew J. Hill.
Jno. Willis.
Hugh Brady.
William Furville.
Charles M'Hugh.
Bernard M'Hugh.
Owen Magauran.
Charles Magauran.
Hennry Storey.
Edward O'Connor.
William Betty.

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II. Correspondence.

No. 4.—Observations on the foregoing Memorial, by *C. G. Otway*, Esq. Assistant Poor Law Commissioner.

The tongue of the county Cavan, running between the counties of Leitrim and Fermanagh, comprising the harony of Tullyhaw, is divided between the Cavan and Enniskillen Unions. No portion goes to Lisnaskea Union. The most distant portion included in the Cavan Union is not more than 12 ½ Irish miles from the site of the workhouse, the average being not so much as 10. The most distant portion included in the Enniskillen Union is not more than 14 ½ Irish miles, and the average not more than 11 ½ from Enniskillen. The district alluded to comprises a very wild, mountainous, poor, and thinly-populated country, and the expense and difficulty of bringing a large portion of the destitute poor to a workhouse at Swanlinbar (within less than nine miles of Enniskillen) would be greater than bringing them, as at present provided, to Cavan and Enniskillen, the means of communication of a great part of the district being more direct and easy to Enniskillen than to Swanlinbar.

The Assistant Commissioner, Mr. Otway, never made any such promise as that alluded to, to Mr. Burrows; directly the reverse; and so early as the 17th of last January, Mr. Otway met the gentry of the district about Swanlinbar, some of the petitioners amongst the number, at the grand jury room, Cavan, and told them of the arrangements he intended to recommend to the Poor Law Commissioners, which are the same as now complained of.

31 August 1840. (signed) *C. G. O.*

Mr. Otway's detailed reasons for the arrangements he proposed for the barony of Tullyhaw are stated in his Reports on Cavan and Enniskillen, to which he begs leave to refer.

(signed) *C. G. O.*

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LOWTHERSTOWN, &c. UNIONS.

COPIES of MINUTES of PROCEEDINGS of the *Lowtherstown* Board of Guardians, respecting the Purchase of the Site, and Building of the Union Workhouse; also CORRESPONDENCE with the Poor Law Commissioners relative to the *Lowtherstown*, *Enniskillen*, and *Lisnaskea* Unions.

(Captain Archdall.)
(Sir Arthur Brooke.)

Ordered, by The House of Commons, *to be Printed,*
27 *June* 1842.

[*Price* 1 *s.* 10 *d.*]

376.

Under 12 *o*

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[Note. The returns to which upon the accompanying Map the terms of the order of the House were intended to be "Maps showing the form or limits and relative positions of the Unions" there bearing no strange character, as is implied by the words "Perimeter Survey."
The ordnance Map of the County of Tyrone is upon a scale of 3.4 miles to the inch. the Maps of the Counties of Fermanagh and Cavan are upon a scale of 2 miles to the inch. the portions of the County of Tyrone added on this Map is drawn on the same scale as the others.]

ORDNANCE MAP OF THE COUNTY OF FERMANAGH,

WITH PARTS OF CAVAN AND TYRONE

Shewing the Unions of

LOWTHERSTOWN LISNASKEA AND ENNISKILLEN

Lowtherstown Union
Enniskillen Union
Lisnaskea Union

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Note by Mr Surveyor Littlefield Concerning the
The part of the County of Sussex in the Constables Charge is chiefly remarkable for a large
portion of it belonging to the Earl of Horsebellow who has decreed to himself the Game property
which immediately adjoins his residence and his Farmers & others Neighbours to the Extents of
Constables of which Term he is proprietor
Signed) C G
May 20th 1815
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